

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES**



D.C. DEPARTMENT OF GENERAL SERVICES

REQUEST FOR PROPOSALS

City Wide Security Guard Services Sectors 1 and 3

Solicitation Number: DCAM-17-NC-0007

Solicitation Issue Date:	November 9, 2016
Proposal Due Date:	December 8, 2016 by 12:00 p.m. EST
Proposal Delivery Location:	Department of General Services Contracts & Procurement Division Attn: George G. Lewis, CPPO Frank D. Reeves Center 2000 14 th Street, NW 8 th Floor Washington, DC 20009
Pre-Proposal Conference:	November 15, 2016 at 10:00am. Frank D. Reeves Center 2000 14th Street, NW, 2nd Floor Community Room
Contact:	Keith R. Giles Department of General Services Frank D. Reeves Center 2000 14 th Street, NW 8 th Floor Washington, D.C. 20009 (202) 671-2445 keith.giles@dc.gov

SECTION B

CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

B.1 INTRODUCTION

The District of Columbia, Department of General Services (DGS), on behalf of the Protective Services Division (PSD) is seeking a security Contractor to provide security services and qualified personnel to protect persons and property at various District- leased or owned facilities as detailed in **J.1.1**.

B.2 TYPE OF CONTRACT

The District contemplates award of a requirements type contract with fixed hourly rates to the responsible Offeror whose offer conforming to the solicitation will be the most advantageous to the District. The fixed hourly rates shall constitute the entire payment under the contract and the Contractor shall perform the required services without any additional compensation.

B.3 CBE UTILIZATION

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

B.4 PRICE SCHEDULE**B.4.1 BASE YEAR**

CLIN	DESCRIPTION OF SERVICES	ESTIMATED HOURS (See Attachment J.1.1 for a list of Sectors 1 and 3 Locations)	PRICE PER HOUR	ESTIMATED PRICE
0001	Security Officer (SO) (Guard I)	350,860	\$	\$
0002	Commissioned Special Police Officer (SPO) (Guard II, Unarmed)	82,927	\$	\$
0003	Commissioned Special Police Officer (SPO) (Guard II, Armed)	391,843	\$	\$
0004	Training		\$	\$
0004AA	Certified Instructor			
0004BB	Security Officer (SO) (Guard I) Training			
0004CC	Commissioned Special Police Officer (SPO) (Guard II, Unarmed) Training			
0004DD	Commissioned Special Police Officer (SPO) (Guard II, Armed) Training			
TOTAL ESTIMATED AMOUNT BASE YEAR				

B.4.2**OPTION YEAR 1 (2018)**

CLIN	DESCRIPTION OF SERVICES	ESTIMATED HOURS (See Attachment J.1.1 for a list of Sectors 1 and 3 Locations)	PRICE PER HOUR	ESTIMATED PRICE
0101	Security Officer (SO) (Guard I)	350,860	\$	\$
0102	Commissioned Special Police Officer (SPO) (Guard II, Unarmed)	82,927	\$	\$
0103	Commissioned Special Police Officer (SPO) (Guard II, Armed)	391,843	\$	
0104	Training			
0104AA	Certified Instructor			
0104BB	Security Officer (SO) (Guard I) Training			
0104CC	Commissioned Special Police Officer (SPO) (Guard II, Unarmed) Training			
0104DD	Commissioned Special Police Officer (SPO) (Guard II, Armed) Training			
TOTAL ESTIMATED AMOUNT OPTION YEAR 1				

B.4.3**OPTION YEAR 2 (2019)**

CLIN	DESCRIPTION OF SERVICES	ESTIMATED HOURS (See Attachment J.1.1 for a list of Sectors 1 and 3 Locations)	PRICE PER HOUR	ESTIMATED PRICE
0201	Security Officer (SO) (Guard I)	350,860	\$	\$
0202	Commissioned Special Police Officer (SPO) (Guard II, Unarmed)	82,927	\$	\$
0203	Commissioned Special Police Officer (SPO) (Guard II, Armed)	391,843	\$	\$
0204	Training			
0204AA	Certified Instructor			
0204BB	Security Officer (SO) (Guard I) Training			
0204CC	Commissioned Special Police Officer (SPO) (Guard II, Unarmed) Training			
0204DD	Commissioned Special Police Officer (SPO) (Guard II, Armed) Training			
TOTAL ESTIMATED AMOUNT - OPTION YEAR 2				

B.4.4**OPTION YEAR 3 (2020)**

CLIN	DESCRIPTION OF SERVICES	ESTIMATED HOURS (See Attachment J.1.1 for a list of Sectors 1 and 3 Locations)	PRICE PER HOUR	ESTIMATED PRICE
0301	Security Officer (SO) (Guard I)	350,860	\$	\$
0302	Commissioned Special Police Officer (SPO) (Guard II, Unarmed)	82,927	\$	\$
0303	Commissioned Special Police Officer (SPO) (Guard II, Armed)	391,843	\$	\$
0304	Training			
0304AA	Certified Instructor			
0304BB	Security Officer (SO) (Guard I) Training			
0304CC	Commissioned Special Police Officer (SPO) (Guard II, Unarmed) Training			
0304DD	Commissioned Special Police Officer (SPO) (Guard II, Armed)			
TOTAL ESTIMATED AMOUNT - OPTION YEAR 3				

B.4.5 OPTION YEAR 4 (2021)

CLIN	DESCRIPTION OF SERVICES	ESTIMATED HOURS (See Attachment J.1.1 for a list of Sectors 1 and 3 Locations)	PRICE PER HOUR	ESTIMATED PRICE
0401	Security Officer (SO) (Guard I)	350,860	\$	\$
0402	Commissioned Special Police Officer (SPO) (Guard II, Unarmed)	82,927	\$	\$
0403	Commissioned Special Police Officer (SPO) (Guard II, Armed)	391,843	\$	\$
0404	Training			
0404AA	Certified Instructor			
0404BB	Security Officer (SO) (Guard I) Training			
0404CC	Commissioned Special Police Officer (SPO) (Guard II, Unarmed) Training			
0404DD	Commissioned Special Police Officer (SPO) (Guard II, Armed)			
TOTAL ESTIMATED AMOUNT OPTION YEAR 4				

B.4.6 GRAND TOTAL

PERIOD OF PERFORMANCE	YEAR	AMOUNT
Total Estimated Amount for Base Year	2017	
Total Estimated Amount for Option Year 1	2018	
Total Estimated Amount for Option Year 2	2019	
Total Estimated Amount for Option Year 3	2020	
Total Estimated Amount for Option Year 4	2021	
GRAND TOTAL		

SECTION C SPECIFICATIONS/WORK STATEMENT

C.1 The Department of General Services (DGS), on behalf of the Protective Services Division (PSD), is seeking a highly skilled and technically proficient security Contractor to provide security services and qualified personnel to protect persons and property at various District-leased or owned facilities. The Contractor shall provide all training (**Section C, Subsections C.13 through C.16 and C.24.2**), uniforms and equipment (unless provided by the District), supplies, licenses, permits, certificates, insurance, pre-employment screenings (medical/psychological/drug), reports and files necessary to provide security services as described in **Section C and Section H**.

C.2 APPLICABLE DOCUMENTS

The Contractor shall comply with the most recent versions and any future revisions to all applicable federal and District laws, Court Orders, regulations, and policies in the fulfillment of the required services. The following documents and any subsequent revisions are relevant to this procurement and are incorporated by this reference.

REF #	SECTION	TYPE	TITLE	DATE/VERSION
C.2.1	C.3.6; C.3.11; C.3.18; C.3.25; C.12.1; C.12.4.1; C.12.6.1.2.1; C.13.2.1; C.13.5; C.13.5.1; C.15.1; C.15.2; C.17.2.2; C.18.1; H.12.3	DCMR	District of Columbia Municipal Regulations Title 6A, Chapter 11 Available at: http://www.dcregs.dc.gov/Gateway/TitleHome.aspx?TitleNumber=6-A	2016 as amended by DCR Vol. 63, No 28 (July 1, 2016)
C.2.2	C.3.6 C.12.6.1.2 C.18.1	D.C. Law	“Enhanced Professional Security Amendment Act of 2006” Available at: http://www.openlims.org/public/L16-187.pdf	Most Recent, as amended
C.2.3.	As applicable	D.C. Law	“Enhanced Professional Security Amendment Act of 2008” Available at: http://does.dc.gov/sites/default/files/dc/sites/does/page_content/attachments/Enhanced%20Professional%20Security%20Amendment%20Act%20of%202008.pdf	Most Recent, as amended
C.2.4	C.5.1.1.3; C.12.1; C.13.2.2; C.13.5; C.13.5.1	DCMR	District of Columbia Municipal Regulations, Title 17, Chapter 21 (Security Officers and Security Agencies) Available at:	2016 as amended by DCR Vol. 63, No 28 (July 1, 2016)

C.2.5		DCMR	District of Columbia Municipal Regulations Accrued Sick and Safe Leave Title 7, Chapter 32 Available at: http://www.dcregs.dc.gov/Gateway/ChapterHome.aspx?ChapterID=232235	2010, as amended By C.2.9 (below)
C.2.6		D.C. Law(s) Mayor's Order	First Source Employment Agreement Program Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011 D.C. Code § 2-2X Mayor's Order 83-265 D.C. Law 5-93 D.C. Law 14-24 Available at: https://beta.code.dccouncil.us/dc/council/code/titles/2/chapters/2/subchapters/X http://does.dc.gov/page/first-source-employment-program-	Most Recent, as amended
C.2.7	C.3.11 C.3.25	D.C. Law	Streamlining of Security Licensing Amendment Act of 2013 Available at: http://dcra.dc.gov/page/occupational-and-professional-licensing-administration	Most Recent, as amended
C.2.8		DCMR	District of Columbia Municipal Regulations Title 1, Chapter 4 (Freedom of Information) Available at: http://www.dcregs.dc.gov/Gateway/ChapterHome.aspx?ChapterNumber=1-4	Most Recent, as amended
C.2.9		D.C. Law	Wage Theft Prevention Amendment Act of 2014 Wage Theft Prevention Correction and Clarification Emergency Amendment Act of 2014 Wage Theft Prevention Correction Emergency Amendment Act of 2015 Available at: http://does.dc.gov/service/wage-hour-compliance	Most Recent, as amended
C.2.10	C.3.26	D.C. Law	D.C. Code § 47-2839.01 Security Agencies Available at: https://beta.code.dccouncil.us/dc/council/code/sections/47-2839.01.html	Most Recent, as amended
C.2.11		D.C. Law	D.C. Code § 2-353.01 Contractor Standards Available at:	Most Recent, as amended

			https://beta.code.dccouncil.us/dc/council/code/sections/2-353.01.html	
C.2.12		SCP	Standard Contract Provisions (March 2007) Available at: http://ocp.dc.gov/publication/standard-contract-provisions-march-2007	March 2007
C.2.13	C.19.3.9	DC Policy	District Ethics Manual (Nov. 2014) Available at: http://www.bega-dc.gov/sites/default/files/documents/Ethics%20Manual%20-%2011.1.14.pdf	November 2014

C.3 DEFINITIONS

When used in this contract, the terms shall have the designated meanings:

C.3.1 ACTIVITY LOG BOOKS – Log books at all facilities that are utilized to capture all activities at post areas.

C.3.2 ASSOCIATE DIRECTOR FOR SECURITY, PROTECTIVE SERVICES DIVISION – The Associate Director for Security, PSD is the contract liaison between the Contract Administrator (CA) and/or the COTR and the Contracting Officer (Director, Department of General Services [DGS]) for this contract. All matters/recommendations involving this contract shall be directed to the Associate Director for Security, PSD for comment and resolution.

C.3.3 CENTRAL COMMUNICATIONS CENTER (CCC) -The Central Communications Center (CCC) is the designated twenty-four (24) hour communications center for the Protective Services Division (PSD) and is located at #64 New York Avenue, Northeast (4th floor) Washington, DC 20002. The contact number is (202) 727-8031.

C.3.4 COLLECTIVE BARGAINING AGREEMENT (CBA) – The Collective Bargaining Unit for Security Guards (Officers) [J.1.11]

C.3.5 COMMISSIONED SPECIAL POLICE OFFICER (SPO), ARMED - “means an individual appointed under § 5-129.02, and subject to the requirements of Chapter 11 of Title 6A of the District of Columbia Municipal Regulations” [D.C. Official Code § 47-2839.01(a)(4)]. Shall include all of the requirements listed for Commissioned Special Police Officer (SPO), Unarmed [C.3.6] and shall also be trained and certified in the use of firearms, to include Use of Force (Continuum; Carotid Neck Restraint Techniques; Knees in the Back; and Positional Asphyxia).

C.3.6 COMMISSIONED SPECIAL POLICE OFFICER (SPO), UNARMED

“means an individual appointed under § 5-129.02, and subject to the requirements of Chapter 11 of Title 6A of the District of Columbia Municipal Regulations” [D.C. Official Code § 47-2839.01(a)(4)]. In addition to the duties performed by Licensed Security Officer employees, Commissioned Special Police Officer (SPO), Unarmed Employees shall possess arrest powers and be trained in the use of police batons, self-protection techniques, patrol procedures, burglary prevention, and alarm response. Further, all Unarmed SPOs shall complete and pass the following mandated training: Pre-assignment-Contract [C.14.2]; Pre-assignment-Part I [C.14.3]; Pre-assignment-Part II [C.14.4]; and all mandated On-the Job Training (OJT) [C.16]; Job [Site] Orientation Training [C.16 and C.24]; the Basic Training Curriculum [C.16]; a minimum of twenty-four (24) hours of In-Service Training each year of the contract; and any/all other training requirements mandated by the Security Officers Management Branch (SOMB), of the Metropolitan Police Department (MPD). Special Police Officers shall also meet and maintain a current commission as stipulated in the most recent versions of the District of Columbia Municipal Regulations (DCMR), Title 6A [C.2.1] and Title 17 [C.2.4], and the Enhanced Professional Security Amendment Act of 2006 (EPSAA) [C.2.2], throughout the contract period.

C.3.7 CONTRACT ADMINISTRATOR (CA) – [G.10] Following the award of a contract the CA is responsible for the management actions that assure full compliance with all of the terms and conditions contained within the contract document, including price. The designated Contract Administrator for this contract is the PSD *Supervisory Contract Compliance Monitor*.

C.3.8 and CONTRACTING OFFICER (CO) – [G.7] Contracts will be entered into signed on behalf of the District only by Contracting Officers. Contracting Officer (CO) is a business liaison between the District Government and a private Contractor who ensures that all goals of the contract 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. The contact information for the Contracting Officer (CO) for this contract is:

George G. Lewis, CPPO
Interim Associate Director of Contracts and Procurement
Department of General Services
2000 14th Street, Northwest - 8^h floor
Washington, D.C. 20009
Telephone: (202) 478-5727

C.3.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) – [G.9] The COTR is responsible for general administration of the contract and advising the CO, through the CA and Associate Director for Security, PSD, as to the Contractor's compliance or noncompliance with all aspects of 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. There are two (2) designated COTRs assigned to this contract: 1) Primary COTR; and 2) Alternate COTR. The contact information for the Contracting Officer's Technical Representatives (COTRs) for this contract are:

C.3.9.1 PRIMARY COTR

Captain Martin Collins
Protective Services Division
64 New York Avenue N.E., 4th Floor
Washington, DC 20002
202-698-8113: Phone
202-409-2358: Cell
martin.collins@dc.gov

C.3.9.2 ALTERNATE COTR

Garey Bostick, Lieutenant
Protective Service Division
#64 New York Avenue, N.E., 4th Floor
Washington, D.C. 20002
(202) 698-8737: Office
(202) 438-3598: Cell phone
garey.bostick@dc.gov

C.3.10 CONTRACTOR – A person or agency that enters into a contract with the District of Columbia Government.

C.3.11 DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS (DCRA) – The District Government agency responsible for processing private security licenses (Streamlining of Security Licensing Amendment Act of 2013 [C.2.7]) in conformance with DCMR 6A [C.2.1], as amended.

C.3.12 DEPARTMENT OF GENERAL SERVICES (DGS) – The Department of General Services (DGS) is the District Government agency responsible for this contract.

C.3.13 FACILITY MANAGER – also referred to as **BUILDING MANAGER [C.5.2.10]** – The designated DGS employee who is the point of contact (POC) for facility-related matters.

- C.3.14 LICENSED SECURITY OFFICER (SO) (UNARMED)** – Shall protect property from theft or damage and persons from hazards, injury or interference, and must possess and maintain at all times those qualifications as listed [C.12]. Duties shall include, but not be limited to: serving at a fixed post; making rounds on foot (roving patrol) or by motor vehicle, as applicable; escorting persons on District Government-owned and/or leased property; conducting security screenings of persons, packages, and other items (both electronically and physically); and helping District employees and other persons inside the facility by answering questions and providing directions. Security Officers may only be armed with police batons and shall be trained in their proper use. At no time shall a security officer be required or allowed to carry any other weapon, handcuffs, search or detain personnel, or affect an arrest.
- C.3.15 LIQUIDATED DAMAGES** – PSD will document and report violations of the City Wide Security Services (CWSS) contract in a professional and discrete manner when discovered or brought to their attention through Compliance Inspection Reports [H.15].
- C.3.16 MONETARY ADJUSTMENTS** – are fines/fees associated with failures/violations of contract compliance reported as liquidated damages [C.3.15 and H.15].
- C.3.17 POINT(s) OF CONTACT (POC)** – Points of Contact (POC) are designated members of PSD, DGS, or customer agencies who have the technical expertise or responsibility for a designated facility and must be notified/consulted concerning security and/or safety issues.
- C.3.18 POST ORDERS (POs)** – The Post Order (PO) is prescribed by the District of Columbia Department of General Services (DGS), Protective Services Division (PSD) pursuant to DCMR Title 6A, as amended, and are those documents that protect District facilities, assets, employees, contractors, and visitors while facilitating the conduct of government business. POs also enhance facility security, evacuation, and good order by ensuring that each officer assigned to a security post knows the procedures, duties, and responsibilities of that post and that all duties are performed uniformly.
- C.3.19 PROJECT MANAGER (PM) [C.6.1]** – The Project Manager (PM) is a staff member assigned by the Contractor to be responsible for the coordination and completion of all contract administration and reporting as required under this contract. See C.6.1 for additional information.
- C.3.20 PROTECTIVE SERVICES DIVISION (PSD)** – Is a Division of the Department of General Services (DGS). PSD's mission is to safeguard public citizens, PSD employees, District residents, contractors and visitors by

providing protective and security services for District Government-owned and lease operated facilities and occupants through the use of highly trained personnel, state-of-the-art technology, industry-wide security best practices, and strategic partnerships.

- C.3.21** **QUALITY CONTROL MONITOR(S) (QCM)** - Are used to insure the QCP is maintained and may include, but are not limited to: 1) penetration tests; 2) random site visits; 3) site and personnel surveillance; and 4) audits. These may be performed by both representatives of the COTR or the Contractor.
- C.3.22** **QUALITY CONTROL PLAN (QCP)** – Is the plan to ensure that quality of service for all factions of the contract are maintained and the standards of service are at the agreed upon level. [C.27]
- C.3.23** **RELIEF OFFICERS** – Security Officers (SOs) or Special Police Officers (SPOs) assigned by the Contractor to provide rest and/or lunch breaks for all assigned posts. Contracted roving officers and members of management shall not be utilized as relief officers for breaking purposes. The relief officer shall be minimally as qualified as the person being relieved and assume all duties and responsibilities of the post during the relief period. [C.12.9]
- C.3.24** **SEASONAL POSTS** – Those posts not included in **Section J.1.1**, and do not fit the abbreviated time frame and short notice period of Will Call Posts and thus are not covered by contract employees on a regular basis under this contract. [C.11]
- C.3.25** **SECURITY OFFICERS MANAGEMENT BRANCH (SOMB), MPD** – the Branch of the Metropolitan Police Department (MPD) responsible for the oversight and administration of Security Officer Licenses and Special Police Officer Commissions, as issued under the licensing authority of the Department of Consumer and Regulatory Affairs (DCRA) [C.3.11] as prescribed in the “Streamlining of Security Licensing Amendment Act of 2013” [C.2.7] in conformance with DCMR 6A [C.3.1], as amended.
- C.3.26** **SECURITY SERVICES** – any activity that is performed for compensation by a Security Officer (SO) or Special Police Officer (SPO) to protect an individual or property. [D.C. Official Code § 47-2839.01(a)(4)] [C.2.10]
- C.3.27** **TEMPORARILY ASSIGNED STAFF (TAS)** – Security personnel assigned to cover Will Call Posts [C.3.30 and C.10] and to fill posts vacated by absent employees.
- C.3.28** **TRANSITION PERIOD** – The period of time from date of contract award to thirty (30) calendar days thereafter.

C.3.29 **TRANSITION PLAN** – The plan submitted by the Contractor to the COTR within five (5) working days after the contract award that details how the Contractor shall conduct a *smooth and orderly* transition from the current service provider to the new Contractor within thirty (30) calendar days of the contract award. [C.5.1]

C.3.30 **WILL CALL POSTS** – Posts that are not covered by contract employees on a regular basis [C.10].

C.4 **BACKGROUND**

C.4.1 The Protective Services Division (PSD) is charged with protecting District Government-owned and leased facilities and property, as well as, all District employees and the general public. The number of separate locations to be covered currently under the contract totals approximately sixty-five (65) sites with the visitors and employees at said locations totaling in the tens of thousands. Security and safety of all persons and property are of paramount importance to PSD.

C.5 **REQUIREMENTS**

C.5.1 **TRANSITION PLAN [F.3.1.18]**

C.5.1.1 The Contractor shall provide to the Contracting Officers Technical Representative (COTR) a **Transition Plan** within five (5) working days after contract award that details how the Contractor shall conduct a *smooth and orderly* transition from the current service provider to the new Contractor within thirty (30) days of contract award. The Contractor shall not disrupt official Government business or in any way interfere with the assigned duties of the predecessor Contractor's employees. The Contractor shall address the following in its **Transition Plan**:

C.5.1.1.1 **Staffing Plan** (including: current staff; recruitment plan; and a plan for establishing a reserve force for absences and Will Call posts) [F.3.1.18.1];

C.5.1.1.2 **Equipment Inventory and Maintenance Plan [F.3.1.18.2];**

C.5.1.1.3 **Training Plan** (including: proposed curriculum; training schedules; and continuous learning requirements for employees) [DCMR Title 17, Chapter 21, Section 2108] [C.2.4, F.3.1.8, F.3.1.18.3].

C.5.1.1.4 **Quality Control Plan (QCP)**, specifically designed to test the Contractor employees' security detection abilities, adherence to established protocols,

and their proper use of electronic detection equipment [C.27, F.3.1.6, and F.3.1.18.4]

C.5.2 CONTRACTOR TASKS

C.5.2.1 The Contractor shall monitor the security services provided by conducting random Quality Control Inspections [F.3.1.7] of all security personnel and posts. Three (3) PSD quality control failures, occurring within any six (6) month period at the same facility, will be considered a *material breach of this contract* for the purposes of that facility and further, that upon such breach, the COTR may (in consultation with the CA and the Associate Director for Security, PSD) remove the Contractor from such facility, either temporally or permanently, and replace the Contractor with another Contractor, or other PSD personnel.

C.5.2.2 The District will designate a COTR, [G.9] to monitor the Contractor's performance. The COTR, either primary or alternate, or designated Points of Contact (POC), at each location, will provide Post Orders (POs) to the Contractor upon initial assignment of its employees and whenever such Post Orders are updated or amended. Post Orders shall be used by Contractor employees as the required procedures to address specific security procedures and concerns at particular facilities. The COTR may modify, amend, or revise the Post Orders to change shift duties, start and stop times, and post locations provided the change is within the contract scope and has no impact on the contract price. Post Orders will also be amended to reflect changes in laws, regulations, or procedures. Such changes shall not require modification of the contract.

C.5.2.3 The Contractor shall prevent and report safety and security violations, risks, damage, pilferage, removal, misuse, larceny, theft, or any other improper or unlawful threats, or disposition of District or personal property to the COTR or designated Point(s) of Contact (POC). Should investigation reveal that any failure to prevent or report said security violations were due to Contractor employee negligence or inaction, the incident will be memorialized as a liquidated contract failure (non-compliance) and the Contractor will be assessed a monetary adjustment [H.15.1.1.8 and H.15.1.1. C.9.4 and C.5.2.4. The Contractor shall discover, report, and detain (SPOs only) [C.3.5 and C.3.6] 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 liquidated contract failure (non-compliance) and the Contractor will be

assessed a monetary adjustment [H.15.1.1.3].

- C.5.2.5** The Contractor shall control entry and egress access by screening persons, vehicles (if, applicable), and packages coming into District Government buildings, facilities or properties to ensure that no unauthorized, prohibited or illegal property is brought into or removed from such locations [H.15.1.1.2].
- C.5.2.6** The Contractor shall provide protection and security services, which may include providing escort services (within jurisdictional boundaries, as applicable), to all facility employees and visitors.
- C.5.2.7** The Contractor shall ensure that all Contractor personnel are in full uniform (with all required/approved equipment) and ready to begin work promptly at the start of the work shift and remain on the job in full uniform at their posts until the end of the full tour of duty or until properly relieved [H.15.1.1.4].
- C.5.2.8** The Contractor shall respond as necessary to support other life safety duties as identified in Post Orders (POs) and Standard Operating Procedures (SOPs).
- C.5.2.9** The Contractor shall provide full assistance with all incident or offense investigations.
- C.5.2.10** The Contractor shall report immediately to the COTR or Facility Manager (at the site location) all potentially hazardous conditions and items in need of repair, such as inoperative lights, locks, security hardware, broken or slippery floor surfaces, and blocked emergency routes or exits. All such notifications shall be memorialized in the Activity Log Book.
- C.5.2.11** The Contractor shall provide assistance as directed by the COTR in any other emergency incident or situation.
- C.5.2.12** The Contractor shall require a Contractor employee who has placed an individual under arrest [SPOs only] to immediately alert his/her Contractor (agency) supervisor, the on-duty PSD Watch Commander, the PSD CCC, and the Metropolitan Police Department (MPD) of the District of Columbia, to request prisoner transportation to an MPD facility for booking and processing. If MPD is unable or unavailable to provide prisoner transportation, the Contractor shall abide by the instructions of the PSD Watch Commander. The Contractor's supervisory personnel and the PSD Watch Commander shall ensure that the COTR is thoroughly advised of the situation.
- C.5.2.13** All attempts to contact the COTR shall be memorialized in the Activity Log Book. In the absence of actual COTR notification/contact, the Contractor

shall ensure that the PSD CCC is contacted for instruction from the on-duty PSD Watch Commander, with such annotations made in the Activity Log Book.

C.6 STAFFING AND POST ASSIGNMENTS

C.6.1 The Contractor shall assign a Project Manager (PM) to be responsible for the coordination and completion of all contract administration and reporting as required under this contract [See **Deliverables (F.3)**]. The PM shall minimally be able to: communicate (both written and orally) in English; demonstrate computer proficiency with basic applications, including Microsoft® Office Suite; possess a working knowledge of security procedures; have the authority to assign and reassign Contractor personnel; and be available for consultation by telephone or text messaging within ten (10) minutes of receiving such message. The PM shall also be available for consultation twenty-four (24) hours a day, seven (7) days a week. The PM shall ensure that all calls or requests received from the COTR, or his/her designee, are responded to within ten (10) minutes.

C.6.1.1 All changes in PM personnel or contact information shall be reported immediately, in writing, to the COTR, CA, and the Associate Director for Security, PSD. The COTR shall ensure that the CCC is formally notified of all changes to avoid confusion and any lapse of official notification.

C.6.1.2 For documentation and contract compliance purposes, all attempts by PSD personnel to contact the Contractor Project Manager (PM) will be documented and monitored by the CCC. Should investigation reveal failures or violations of Section **C.6.1** as required by Contractor employee(s), the incident will be memorialized as a liquidated contract failure (non-compliance) and the Contractor will be assessed a monetary adjustment [H.15.1.3.2].

C.6.2 The Contractor shall provide staffing to cover all posts and duty hours as outlined in **Section J.1.1**, as amended. No employee of the Contractor shall provide more than twelve (12) hours of service on one (1) or more contracts in a twenty-four (24) hour period, unless the work periods are separated by an eight (8) hour non-duty period. This limitation may be waived by the COTR in situations deemed to constitute an emergency, e.g., severe weather, civil disturbance, or other unusual events. The Contractor shall obtain written confirmation of a waiver from the COTR for each instance [H.15.1.3.5].

C.6.2.1 The Contractor shall ensure that, immediately upon reporting to a facility for duty, each employee (to include all Relief Officers [C.6.4.6]) record their name and the date and time of arrival for duty in the Activity Log Book maintained at the post. Also, at the end of the tour, each employee shall

record the time of departure in the same log book. Finally, the Contractor shall ensure that employees also record in the Activity Log Book, any equipment received on post, all equipment testing results, and any other reports passed down on their tours of duty. In the event that PSD implements an automated or electronic logging system to replace the Activity Log Book, the Contractor employees shall utilize this new process [H.15.1.3.6].

- C.6.2.2** In the event that there is no designated Activity Log Book for the employee's duty assignment (i.e., Roving Patrol, Relief Officer, Supervisor, QCM, etc.), the Contractor shall ensure the employee makes annotations in the designated [main] Activity Log Book at the facility. All Contractor employees and activities shall be noted in the Activity Log Book for reference and contract reconciliation [H.15.1.3.6].
- C.6.2.3** PSD CCC personnel conduct facility "Wellness Checks" to confirm contracted/required staffing levels and situational awareness several times each day. Contract employees shall annotate the Activity Log Book with the date, time, and name of the CCC personnel making the facility Wellness Check for each check made [H.15.1.3.6].
- C.6.2.4** Activity Log Books are the property of the District of Columbia and are subject to administrative audits and the provisions of the Freedom of Information Act (FOIA), as amended [C.2.8]. The Contractor is reminded that false or fraudulent entries into, or the willful destruction of Activity Log Books, Post Orders, or any other Government equipment may result in criminal prosecution and will cause the offending employee to be permanently and immediately released from this contract [H.15.1.3.7].
- C.6.3** The Contractor employees' duties shall include, but are not limited to: serving at a fixed post; making rounds on foot (roving patrol) or by motor vehicle; escorting persons on Government-owned and leased property; screening persons, vehicles, packages, and other items-both electronically and physically, if necessary; providing relief breaks [C.3.23]; and helping visitors and government clients by answering questions and providing directions. The duties for each assigned post are detailed in the facility Post Orders (POs) that include the performance requirements of the duty station (post). The Contractor shall ensure Post Orders are adhered to at all times. Any deviation from the Post Orders requires a written confirmation of permission from the COTR.
- C.6.4** The Contractor shall only assign employees, who meet the minimum qualifications as outlined below;

- i. Have received the minimum training specified in paragraph **C.13.2** and if armed, section **C.15.1**.
- ii. Have received Job [Site] Orientation Training as specified in sections **C.16** and **C.24.1**;
- iii. Have received: their valid licenses, commissions or certifications; proper approved uniforms; and the equipment required to perform their duties as defined in the contract; and
- iv. Temporarily Assigned Staff (TAS) [**C.3.27**] employees shall minimally have the same qualifications as the officer being temporarily replaced, and shall take full and complete charge of the post assigned and/or the duties from the employee he or she relieves, including all Post Orders, the Activity Log Book, and any equipment maintained at the assigned post.

C.6.4.1 All violations of Section C.6.4 (i-iv) will be memorialized as a liquidated contract failure (non-compliance) and the Contractor will be assessed a monetary adjustment as detailed in Section **H.15.1.3.8** and **H.15.1.3.9**.

C.6.5 All Contractor employees shall report for duty on time, in full uniform as described in Section **C.18** and equipped with all necessary security equipment mandated herein and as designated by the Post Orders. Any employee violating this section shall be removed from his/her post until such time as they are in compliance with the terms of this section, the incident will be memorialized as a liquidated contract failure (non-compliance) and the Contractor will be assessed a monetary adjustment as detailed in Section **H.15.1.1.4**.

C.6.5.1 In order to cover for employees who are late reporting for work or who cannot report due to sickness or personal emergency, the Contractor shall provide a number of employees greater than that required for full staffing of all assigned work locations, and hold these in reserve to substitute for employees who call in late or who fail to report for duty. Initially this oversupply shall be set at ten (10%) percent of the total number of officers per shift; this percentage may be adjusted (in writing) in consultation with the COTR, as necessary, during the term of the contract.

Failure to comply with this clause, or when a lapse in coverage occurs, will result in the Contractor being liable for liquidated damages in accordance with Section **H.15.1.1.6**.

C.6.5.2 If during a quality assurance (compliance) site inspection, it is determined that a Contractor employee assigned to a post does not meet the requirements, as outlined in District of Columbia Municipal Regulations, Title 6A, or section **C.6.4** of this contract, as detailed in the Post Orders, or if a post is otherwise not covered or vacant, the post will be considered **unstaffed** (vacant). The COTR will issue a written notification to the Contractor and, in addition to not being invoiced for the unstaffed post, the incident will be memorialized as a liquidated contract failure (non-compliance) and the Contractor will be assessed a monetary adjustment as detailed in Section **H.15.1.1.7**.

C.6.6 Any requests received by Contractor employees to perform duties not specified in this contract, detailed in the Post Orders, or authorized by the COTR, shall be referred to the COTR or, if after hours, to the PSD, CCC at 202-727-8031. The CCC is located at # 64 New York Avenue, Northeast, Washington, DC 20002 and is operational twenty-four (24) hours a day, seven (7) days a week. If the requests are deemed appropriate, the COTR shall have written instructions prepared and recorded in the Special Instructions Log (maintained at the CCC) with the date and time associated with the request and approval. Thereafter, the Contractor shall ensure that the approved request is fulfilled.

C.6.7 The Contractor shall ensure that Relief Officers [C.3.23] relieve other security employees at their assigned posts for breaks. Each security employee shall receive a rest/lunch break of one (1) half-hour (1/2 hour) each shift. The Relief Officer shall minimally have the same qualifications as the officer being temporarily replaced, and shall take full and complete charge of the duties from the employee he or she relieves, including all Post Orders, the Activity Log Book, and any equipment maintained at the post. A (contracted) Roving Officer or member of management shall not relieve a security officer at a post for breaking purposes. All Relief Officers shall sign in and out on the Activity Log Book, documenting their assumption of the post [C.6.4.2]. Violations of this section will result in the incident being memorialized as a liquidated contract failure (non-compliance) and the Contractor will be assessed a monetary adjustment as detailed in Section H.15.1.3.10.

C.7 CONTRACTOR'S EMPLOYEES APPEARANCE

C.7.1 The Contractor's employees shall perform all contract functions in full uniform and properly groomed until the end of their full tour of duty or until properly relieved from duty. Violations of this section will result in the incident being memorialized as a liquidated contract failure (non-compliance) and the Contractor will be assessed a monetary adjustment as detailed in Section **H.15.1.1.4**.

C.7.2 The Contractor shall submit within three (3) working days after being requested by the COTR a copy of its dress code and grooming standards and a prototype of the recommended SOMB-approved uniform for all employees and sub-contractors [F.3.1.2]. A suggested uniform and equipment should include items such as: shirts (with approved patches), trousers, ties, blazers, name tag, gloves, jacket, socks, shoes, handcuffs (if applicable), flashlights, badges, caps, coats, raincoats, rain boots, belts and other items as deemed necessary by the Contractor. PSD reserves the right to approve the uniform and items of equipment.

C.7.3 The Contractor shall furnish and maintain properly fitted uniforms and equipment in accordance with uniform and equipment approval received by Contractor from PSD, COTR, and SOMB. Any disagreement regarding application of the standards relating to uniforms and equipment shall be referred to the PSD COTR for clarification and resolution.

C.8 CONTRACT COMPLIANCE

C.8.1 The Contractor shall ensure that all management and supervisory personnel fully understand contract compliance requirements and adhere to said requirements at all times.

C.9 WORKFORCE SCHEDULING

C.9.1 All deployment schedules shall be provided to the COTR monthly and immediately upon posting any changes [F.3.1.3.]. PSD and/or the COTR reserve the right to request changes in the work schedules at any time with reasonable lead time (48 hours) for the requested modifications. Violations of this section will result in the incident being memorialized as a liquidated contract failure (non-compliance) and the Contractor will be assessed a monetary adjustment as detailed in Section H.15.1.4.1.

C.9.2 The Contractor shall provide to the COTR on a daily basis, certification that all posts are covered by 8:30 a.m., in the form of a Daily Accountability Report [F.3.1.4]. Violations of this section will result in the incident being memorialized as a liquidated contract failure (non-compliance) and the Contractor will be assessed a monetary adjustment as detailed in Section H.15.1.4.1.

C.9.3 The Contractor shall maintain Post Orders (POs) including all pages, updates and information required to be inserted in the orders [F.3.1.5]. PSD shall review and update the POs as necessary and provide copies to the Contractor for use by all Contractor employees within two (2) business days of any changes/updates.

- C.9.3.1** At each fixed post, the Contractor shall furnish and maintain the Post Orders in separate loose-leaf binders. The binder will contain only duty-related instructions pertinent to that specific post. The Post Orders shall not be removed from the property or be reproduced or copied in any manner without the prior written consent of PSD. Upon receipt of written approval of PSD, the Contractor shall post proposed changes in the Post Orders and the updates thereof.
- C.9.3.2** The Contractor shall distribute and abide by the approved Post Orders. Except for emergencies, no deviations from Post Orders shall be made. The Post Orders shall define the basic work to be performed at each post including: the exact hours of duty; the time and location of movements of Roving Patrol posts; and detailed specific responsibilities for each fixed post.
- C.9.4** The Contractor shall provide documentation, testimony and information for investigations, hearings and litigations, as required.
- C.9.5** The Contractor shall provide Temporarily Assigned Staff (TAS) [C.3.27] as needed. The COTR will provide twenty-four (24) hour notice of the requirement for increased staffing; however, as few as four (4) hours (or less) notice may be provided in exigent circumstances.
- C.9.5.1** TAS must meet or exceed the minimum requirements for the post to be assigned.
- C.9.5.2** TAS must be in complete uniform, appropriately groomed, with all required equipment for the license or commission held. Violations of this section will result in the incident being memorialized as a liquidated contract failure (non-compliance) and the Contractor will be assessed a monetary adjustment as detailed in Section H.15.1.1.4.
- C.9.6** Contractors shall ensure that all employees fully cooperate with all contract compliance inquiries/investigations at all times.
- C.10 WILL CALL POSTS**
- C.10.1** Will Call posts are those locations that:
- (i) Are not included in Section J.1.1;
 - (ii) May require the Contractor to fill the post with less than four (4) hours notice; and
 - (iii) Will not exceed forty-eight (48) hours in duration.
- C.10.2** Any other request for security services made by the COTR will be

considered additions to the contract and will be billed at the normal fixed contracted rate.

- C.10.3** When security services are required at Will Call Posts, the Contractor shall have all required employees in place within four (4) hours of notice. These posts shall be covered by the Contractor on an as-needed basis with short notice to the Contractor. Payment for services shall begin when an employee reports for duty at a Will Call post. Will Call posts shall be paid at a rate of time and one-half the regular hourly rate for the type of employee detailed to the Will Call post. The Contractor **shall not** provide coverage for any Will Call post for more than forty-eight (48) hours, without advance written permission from the COTR.

C.11 SEASONAL POSTS

Seasonal Posts are those locations that are not included in Section J.1.1, do not fit the abbreviated time frame and short notice period of Will Call posts, and thus are not covered by contract employees on a regular basis under this contract. Will Call posts may be converted to Seasonal Posts at the direction of the COTR. When security services are required at additional locations in excess of the forty-eight (48) hours covered by Will Call posts and do not require coverage as part of the contract, the Contractor shall have all required employees in place at the beginning of the season period or as requested by the COTR. Seasonal Post coverage services shall be paid for at the contracted hourly rate for the type of employee detailed to the Seasonal Post. An example of Seasonal Post coverage may include security services provided at District swimming pools from June through August.

C.12 MINIMUM QUALIFICATIONS FOR PERSONNEL

- C.12.1** The Contractor shall not assign personnel to this contract that do not meet the requirements of DCMR Title 6A, Section 1102 (Criminal History) or do not meet the minimum requirements for DCMR Title 17 (Business, Occupations, and Professionals), Chapter 21 (Security Officers and Security Agencies), Subsection 2104.1 (Eligibility Requirements – Criminal Convictions), as follows:
- C.12.1.1** No person shall be commissioned or employed as a special police officer, nor shall an existing special police officer have a commission renewed, until the Mayor has conducted a criminal history check of the applicant through the record systems of the Federal Bureau of Investigation (FBI) and the Metropolitan Police Department (MPD).

- C.12.1.2** An applicant shall be ineligible to be commissioned as a special police officer if that applicant has ever been convicted of, pled guilty or *nolo contendere* to, or been given probation before judgment for any offense in any jurisdiction that would be a crime of violence, as defined in D.C. Official Code § 23-1331(4), if committed in the District of Columbia.
- C.12.1.3** If an applicant has ever been convicted of, pled guilty or *nolo contendere* to, or been given probation before judgment for any offense, other than a crime of violence, as defined in D.C. Official Code § 23-1331(4), in any jurisdiction that would be a felony if committed in the District of Columbia, the applicant shall be ineligible to be commissioned as a special police officer for ten (10) years following the applicant's release from incarceration and the conclusion of any court-ordered parole, probation, or supervision relating to that offense.
- C.12.1.4** If an applicant has ever been convicted of, pled guilty or *nolo contendere* to, or been given probation before judgment for any offense, other than a crime of violence, as defined in D.C. Official Code § 23-1331(4), or traffic offense, in any jurisdiction that would be a misdemeanor if committed in the District of Columbia, the applicant shall be ineligible to be commissioned as a special police officer for five (5) years following the applicant's release from incarceration and the conclusion of any court-ordered parole, probation, or supervision relating to that offense.
- C.12.1.5** If an applicant has ever been convicted of, pled guilty or *nolo contendere* to, or been given probation before judgment for any offense, in any jurisdiction that would be a misdemeanor sexual abuse if committed in the District of Columbia, the applicant shall be ineligible to be commissioned as a special police officer for ten (10) years following the applicant's release from incarceration and the conclusion of any court-ordered parole, probation, or supervision relating to that offense.
- C.12.1.6** In evaluating an application for a special police officer commission, the Mayor shall also consider:
- (a) An applicant's arrest history;
 - (b) An applicant's conviction history;
 - (c) Any court finding of an applicant's mental incompetence that has not been removed or expunged;
 - (d) An applicant's history of criminal traffic offenses;
 - (e) The bearing, if any, the criminal offense for which the person was previously convicted will have on his or her fitness or ability to perform one or more duties or responsibilities of a special police officer;

- (f) The time that has elapsed since the occurrence of the criminal offense or court finding of mental incompetence;
- (g) The age of the applicant at the time of the occurrence of the criminal offense or court finding of mental incompetence;
- (h) The frequency and seriousness of the criminal offense;
- (i) Any information produced by the applicant, or produced on his or her behalf, in regard to his or her rehabilitation and good conduct since the occurrence of the criminal offense or court finding of mental incompetence; and
- (j) Any material misstatement, including, but not limited to, a false statement or omission in the commission application. A commission shall be subject to denial, suspension, or revocation for any such material misstatement.

C.12.1.7 If a special police officer is arrested, the special police officer shall report the arrest to the Mayor within two (2) business days. The commission of such special police officer shall be suspended immediately, and the security agency shall be notified of such suspension immediately, pending further disposition. If a special police officer fails to report an arrest as required, the special police officer's commission shall be summarily revoked.

C.12.1.8 The Mayor shall conduct random criminal history checks of special police officers through the record systems of the Metropolitan Police Department (MPD). The commission of any special police officer whose record indicates an unreported arrest or conviction shall be summarily revoked, and the security agency shall be notified of such revocation immediately. The commission of any special police officer whose record indicates an outstanding warrant shall be suspended immediately, and the security agency shall be notified of such suspension immediately, pending further disposition.

C.12.1.9 Notwithstanding any other law or regulation, the information obtained from criminal history checks conducted pursuant to this chapter and considered by the Mayor shall not be limited by the date of the offense nor shall the information obtained and considered be limited to arrests resulting in conviction.

C.12.2 The Contactor's personnel shall have demonstrated a stable employment history; possess superior references; have the ability to successfully perform under duress; excel in oral and written communication skills in the English language; speak articulately; efficiently comply with verbal or written directives; deal diplomatically and compassionately with the public; work with minimum supervision; and have demonstrated the ability to follow directives consistently.

C.12.3 The Contractor shall be responsible for maintaining satisfactory standards of employee competency, appearance, and integrity, and shall be responsible for taking action to ensure that contract employees maintain such standards. All Contractor employees shall be citizens of the United States of America, or authorized to work herein.

C.12.4 The Contractor shall ensure that all employees assigned to the contract are in good general physical and mental health without physical or mental defects or abnormalities that would interfere with the full performance of their duties. Evidence of physical and mental fitness shall be determined by passing a physical examination, including an illicit drug screening exam administered by a licensed physician during the DCRA/SOMB certification or commissioning process (as amended), as follows:

C.12.4.1 DCMR 6A, Section 1111, ELIGIBILITY REQUIREMENTS – HEALTH:

1111.1 Each applicant for commission shall be required to submit a physician's certificate stating, to the best of the physician's knowledge after examining the applicant, the following:

- (a) The applicant is not presently addicted to drugs or alcohol;
- (b) The applicant is not suffering from any debilitating mental defect or disorder; and
- (c) The applicant is not suffering from serious heart disease, severe epilepsy, or other physical defect which might cause substantial loss of control in situations of severe stress.

1111.2 When testing for epilepsy or other physical defects which might involve substantial costs to determine, the doctor may rely upon the sworn statement of the applicant, under oath. The doctor must give his or her affirmation to the same effect.

1111.3 In cases where commission is requested concurrent with or as a condition of employment with a security agency or an employer, the **security agency or employer** shall certify the health of the applicant.

1111.4 Each applicant shall be required to pass a drug screening administered by the security agency or employer upon initial application and upon application for commission renewal.

1111.5 Special police officers shall be subject to reasonable suspicion drug and alcohol testing by the security agency or employer. For the purposes of this subsection, the term "*reasonable suspicion*" means the officer is impaired while on duty.

- 1111.6 Security agencies or employers shall immediately notify the Mayor of any unexplained positive tests.
- 1111.7 The certification of a special police officer who fails a reasonable suspicion drug or alcohol test shall be summarily revoked. For the purposes of this section, the term "fails" means:
- a. The officer's blood contained more than .03%, by weight, of alcohol, or the officer's urine contained more than .04%, by weight, of alcohol, or that at the time of the test more than .14 micrograms of alcohol were contained in 1 milliliter of his or her breath, consisting of substantially alveolar air; or
 - b. The drug test detected the presence of a controlled substance in the officer's blood or urine.

C.12.5 Reserved

C.12.6 ADDITIONAL ELIGIBILITY REQUIREMENTS:

C.12.6.1 Additionally, to be eligible to perform under this contract, employees shall meet the following minimum eligibility requirements:

C.12.6.1.1 Security Officers (SO) - shall be at least eighteen (18) years old, possess a high school diploma or GED and have two (2) years of experience, and demonstrate as such;

C.12.6.1.1.1 The ability to meet and deal successfully with the general public and to read, write and speak the English language fluently;

C.12.6.1.1.2 The ability to read, understand, and apply printed rules, detailed orders and directives, instructions, and training materials;

C.12.6.1.1.3 The ability to maintain poise and self-control under duress;

C.12.6.1.1.4 The ability to construct and write clear, concise, accurate and detailed reports in English and basic computer skills;

C.12.6.1.1.5 The ability, skill and knowledge to properly utilize portable radios, X-Ray machines, magnetometers and other hand-held electronic detection devices (wands) in order to detect contraband, weapons and any other prohibited or illegal items, destructive or incendiary devices, whether on the person or

secreted within packages, bags, cases or other containers that are carried, possessed or under the control of persons entering District facilities to which assigned; and

C.12.6.1.1.6 Maintain a Security Officer (SO) license for the duration of employment.

C.12.6.1.2 **Commissioned Special Police Officer (SPO), Unarmed** – shall include the qualifications listed in **C.12.6.1** and, in addition, all qualifications stipulated in the District of Columbia Municipal Regulations, Title 6A [**C.2.1**], as amended, and the Enhanced Professional Security Amendment Act (EPSAA) of 2006 [**C.2.2**], which includes:

C.12.6.1.2.1 **DCMR, Title 6A, Section 1100, APPOINTMENT: GENERAL PROVISIONS: Subsection 1100.7 as follows:**

No person shall be appointed as a Special Police Officer (SPO) under D.C. Official Code §§ 5-129.02 or 5-129.03 unless he/she meets the following requirements:

- (a) Have reached the age of twenty-one (21) years;
- (b) Be a citizen of the United States;
- (c) Be of good moral character;
- (d) Be approved for appointment by the Chief of Police; possess a high school diploma or a general equivalency diploma [GED] or one (1) year of experience as a special police officer in the District of Columbia; be able to read, write, and speak English; and be certified by a licensed physician as physically and psychologically fit to perform the duties of a special police officer in compliance with § 1111;
- (e) Shall not have been dishonorably discharged from the U.S. armed forces;
- (f) Satisfactorily complete the following pre-assignment, on-the-job, and in-service training programs which have been prescribed and approved by the Mayor:
 - (1) No later than **May 31, 2018**, pre-assignment training shall include at least thirty-two (32) hours of training on arrest powers, search and seizure laws, the District of Columbia Official Code, and the use of force, including carotid neck restraint techniques, knees in back, and positional asphyxia.

Pre-assignment training shall include an additional forty-eight (48) hours of training generally relating to the special police officer's duties and specifically including:

- (A) Terrorism awareness, including building evacuation, unattended packages, and unknown substances;
 - (B) Emergency procedures, including evacuation, cardiopulmonary (CPR) and automated external defibrillator (AED) training, and a First Aid program;
 - (C) Cultural competency and individual rights, including the Human Rights Act of 1977, effective December 13, 1977 (D.C. Law 2-38; D.C. Official Code §§ 2-1401.01 *et seq.*), and the Bias-Related Crime Act 1989, effective May 8, 1990 (D.C. Law 8-121; D.C. Official Code §§ 22-3701 *et seq.*);
 - (D) Active shooter;
 - (E) Individuals in health and mental health crisis;
 - (F) De-escalation procedures;
 - (G) Biased-based policing;
 - (H) The record and arrest management system of the Metropolitan Police Department; and
 - (I) Community policing, if there is the possibility of being assigned to a park, recreation center, residential building or community.
- (2) No later than **May 31, 2017**, Special Police Officers (SPOs) shall satisfactorily complete:
- (A) Within eighty (80) working hours following employment and before being assigned to a post by themselves, twenty-four (24) hours of on-the-job (OJT) training with a special police officer who has at least one (1) year experience; and
 - (B) Twenty-four (24) hours in annual in-service training courses.
- (3) No later than **May 31, 2017**, special police officers licensed to

carry a firearm shall satisfy:

- (A) At least forty (40) hours of initial firearms training;
- (B) At least eight (8) hours of requalification training twice a year, representing sixteen (16) total hours, as applicable; and
- (C) All additional initial and re-qualification training standards for other equipment, as applicable.

(g) Nothing herein shall be construed to prohibit a security agency from voluntarily providing training programs and courses which exceed the minimum requirements of this chapter. Upon satisfactory completion of a required training course, a special police officer shall receive from his or her employer a certificate evidencing satisfactory completion thereof. A security agency must also maintain records of all training provided to its special police officer employees [H.15.1.2.2].

C.12.6.1.2.2 Maintain a current Special Police Officer (SPO) commission for the duration of employment.

C.12.6.1.3 **Commissioned Special Police Officer, Armed** – Shall include the qualifications listed in **C.12.6.1** and **C.12.6.2** and shall be required to be proficient in the use and safe handling of a firearm as evidenced by a valid Armed Special Police Officer (SPO) commission and training documentation provided to the COTR [H.11.5]

C.12.6.1.4 **Relief Officers** – Shall possess all requisite training and minimum qualifications for the post being relieved/assigned.

C.13 **TRAINING**

C.13.1 The Contractor shall be responsible for all training for all employees performing under this contract, issue training certifications, and maintain records of all training provided [H.15.1.2.2].

C.13.2 The Contractor shall ensure that all Special Police Officers (SPOs) performing under this contract have satisfactorily completed the following pre-assignment on-the-job (OJT), and in-service training programs prescribed by the Mayor:

C.13.2.1 Special Police Officers (SPOs) [DCMR 6A, Subsection 1100.7 (f)]:

C.13.2.1.1 Pre-assignment Training: (No later than **May 31, 2018**)

C.13.2.1.1.1 Part I (32 hours) covering:

- Arrest Powers
- Search and Seizure
- D.C. Official Code
- Use of Force, including:
 - Carotid neck restraint techniques
 - Knees in the back
 - Positional asphyxia

C.13.2.1.1.2 Part II (48 hours) covering:

- General SPO duties
- Terrorism awareness, including:
 - Building evacuation
 - Unattended packages
 - Unknown substances
- Emergency procedures, including:
 - Evacuation
 - Cardio-pulmonary resuscitation (CPR)
 - Automated external defibrillator (AED)
 - First Aid program
- Cultural competency and individual rights, including:
 - D.C. Human Rights Act of 1977
 - Bias-Related Crime Act
- Active Shooter
- Police interaction with persons with health or mental health crisis issues, including substance abuse
- De-escalation procedures

- Biased-based policing
- MPD's records and arrest management systems
- Community policing (for assignments at parks, recreation centers, residential buildings, or community)

C.13.2.1.2 On-the-Job Training (OTJ) (No later than **May 31, 2017)**

Within (80) working hours following employment and before being assigned to a post by themselves, twenty four (24) hours of on-the-job (OJT) training with a special police officer (SPO) who has at least one (1) year experience.

C.13.2.1.3 Annual In-Service Training (No later than **May 31, 2017)**

Twenty-four (24) hours in annual in-service training courses in accordance with PSD's annual Training Plan provided by the COTR or his/her designee for each year of the contract.

C.13.2.1.4 Firearms Training Requirements (Armed Special Police Officers Only)

No later than **May 31, 2017**, Special Police Officers (SPOs) licensed to carry a firearm shall satisfy:

- At least forty (40) hours of initial firearms training; and
- At least eight (8) hours of requalification training twice a year, representing sixteen (16) total hours, as applicable, for each year of the contract.

C.13.2.1.5 Training Standards for All Other Equipment/Weapons

No later than **May 31, 2017**, all special police officers authorized to carry other non-lethal weapons shall receive initial and re-qualification training for all other authorized equipment and weapons, to include: Aerosol chemical spray (OC spray); ASP or baton training; and proper handcuffing techniques, as applicable. The training standards shall be provided by the COTR or his/her designee.

C.13.2.2. Security Officers (SOs) [DCMR 17, Subsection 2108 (Examination and Training)]

C.13.2.2.1 The Contractor shall ensure that all Security Officers (SOs) performing under this contract have satisfactorily completed the following pre-assignment, on-the-job (OJT), and in-service training programs prescribed by the Mayor:

C.13.2.2.1.1 Pre-assignment Training: (No later than **May 31, 2018)**

At least twenty-four (24) hours of training generally related to the security officer's duties and specifically including:

- General SPO duties
- Terrorism awareness, including:
 - Building evacuation
 - Unattended packages
 - Unknown substances
- Emergency procedures, including:
 - Evacuation
 - Cardio-pulmonary resuscitation (CPR)
 - Automated external defibrillator (AED)
 - First Aid program
- Cultural competency and individual rights, including:
 - D.C. Human Rights Act of 1977
 - Bias-Related Crime Act
- Active Shooter
- Individuals in health or mental health crisis issues
- De-escalation procedures
- Biased-based policing
- Community policing (for assignments at parks, recreation centers, residential buildings, or community)

C.13.2.2.1.2 On-the-Job Training (OTJ) (No later than **May 31, 2018)**

Security Officers shall satisfactorily complete a sixteen (16) hour on-the-job (OTJ) training course within (30) working days following employment.

C.13.2.2.1.3 Annual In-Service Training (No later than **May 31, 2018)**

Eight (8) hours in annual in-service training courses in accordance with PSD's annual Training Plan provided by the COTR or his/her designee for each

year of the contract.

C.13.3 Training rosters and certifications of individuals to be assigned to this contract shall be submitted to the COTR during the transition period and prior to any new personnel being assigned and shall contain the following minimum information: name and position of employee; date of training/completion; course title; number of hours of training in subject matter; name of instructor; and all test scores (as evidence of transfer of knowledge). New employees hired by the Contractor shall not report for duty until this training has been completed or certified [C.13.3.1]. Violations of this section will result in the incident being memorialized as a liquidated contract failure (non-compliance) and the Contractor will be assessed a monetary adjustment as detailed in Section H.15.1.2.2.

C.13.3.1 The Contractor shall review and certify that all employees previously employed by another security agency and received that other security agency's pre-assignment training meet the requirements described in C.13.2.1.1 and C.13.2.2.1. Violations of this section will result in the incident being memorialized as a liquidated contract failure (non-compliance) and the Contractor will be assessed a monetary adjustment as detailed in Section H.15.1.2.4.

C.13.4 All training materials shall be submitted to the COTR, or his designee, for review and approval prior to use. In addition, all changes to approved materials shall be presented to the COTR for approval prior to their use. The COTR shall approve each new employee's start date and reserves the right to attend and inspect training sessions periodically, announced or unannounced (or the PSD Training Specialist). The COTR may request a course schedule for a six (6) month period. Violations of this section will result in the incident being memorialized as a liquidated contract failure (non-compliance) and the Contractor will be assessed a monetary adjustment as detailed in Section H.15.1.21

C.13.5 The Contractor shall only utilize instructors who specifically meet the minimum standards as provided in: DCMR, Title 6A, Subsections 1100.8 and 1100.9 [C.2.1] for Special Police Officer (SPO) training; and DCMR, Title 17, Sub-section 2108.14, [C.2.4] as amended, for Security Officer (SO) training.

C.13.5.1 The Contractor shall ensure that all instructors are certified/approved by the Department of Consumer and Regulatory Affairs (DCRA). The DCRA shall publish on its website (<http://dcra.dc.gov>) a regularly updated list of instructors approved (under DCMR, Title 17, Subsection 2108.14) for Security Officer training and certified (under DCMR, Title 6A, Subsection 1100.8) for Special Police Officer training.

- C.13.5.2** The Contractor shall provide a copy of an instructor's resume to the COTR upon request [C.3.1.8.1]. Verification of qualification will include copies of all required approvals/certifications.
- C.13.5.2.1** Violations of utilizing certified instructors, as required by regulation or this contract, will result in the incident being memorialized as a liquidated contract failure (non-compliance) and in addition to (re)conducting the training with the required certified trainer, at no additional cost to the Government, the Contractor will be assessed a monetary adjustment as detailed in Section H.15.1.2.8.
- C.13.5.3** The Contractor shall ensure that all employees complete the required in-service training by the dates indicated for all employees (initial) and new hires [F.3.9.] and every year of the contract [F.3.9.1]. Additionally, managers and supervisors shall receive sixteen (16) hours of management/supervisory training annually for the duration of the contract [F.3.9.2]. Documentation of completed initial and annual in-service and supervisory training requirements shall be submitted to the COTR quarterly, as specified.
- C.13.5.4** Violations of any training mandates will result in the incident being memorialized as a liquidated contract failure (non-compliance) and the Contractor will be assessed a monetary adjustment as detailed in Section H.15.1.2.5.

C.14 BASIC AND PRE-ASSIGNMENT TRAINING CURRICULUM

- C.14.1** The Contractor's Basic and Pre-Assignment Training Program shall include at minimum the following courses:

C. 14.1 Basic Training Curriculum	
Course Title	Minimum # of Hours
Post Orders	2.0 hours
Handling Individuals with Service Animals	1.0 hour
Alarm and Video Monitoring	1.0 hour
Patrol (Rover) Techniques	1.0 hour
Magnetometers, X-rays and Screening Equipment	2.0 hours (practical "hands -on" training)
Observation and Description Techniques	1.0 hour
Preservation of Evidence	1.0 hour

Criminal and Civil Law	4.0 hours
Sexual Harassment	1.0 hour
Drugs and Alcohol	1.0 hour
Civil Disobedience	1.0 hour
Conflict Resolution/Public Relations	1.0 hour
Customer Service	2.0 hours
19 hours	

C.14.2 Special Police Officers (SPOs)

C.14.2.1 Pre-assignment, Contract			
Training Type	Requirement	Course Title	Minimum # of hours
Administrative	Contract	Introduction to DC Government/PSD	1.0
Administrative	Contract	Uniforms, Equipment, and Grooming	1.0
Administrative	Contract DC Ethics Manual	Ethics	1.0
Administrative	Contract	Conduct on Duty	1.0
Administrative	Contract	Court Preparation and Appearances	1.0
Basic Training	Contract	Basic Training Curriculum (C.14.1)	19.0
		Total Basic Training Curriculum	24.0
C.14.2.2 Pre-assignment, Part I			
Certified Instructor Required			
Pre-Assignment	Part I 1100.7 (f)(1)	Arrest Powers (and Detention)	
Pre-Assignment	Part I 1100.7 (f)(1)	Search and Seizure Laws	
Pre-Assignment	Part I 1100.7 (f)(1)	DC Official Code	
Pre-Assignment	Part I 1100.7 (f)(1)	Use of Force <ul style="list-style-type: none"> • Use of Force (Continuum) • Carotid Neck Restraint Techniques • Knees in the back • Positional Asphyxia 	
			32 hours
C.14.2.3 Pre-assignment, Part II			
Certified Instructor Required			
Pre-Assignment	Part II 1100.7 (f)(1)(A)	Terrorism awareness, including building evacuation, unattended packages, and unknown substances	

Pre-Assignment	Part II 1100.7 (f)(1)(B)	Emergency procedures, including evacuation, cardio-pulmonary resuscitation (CPR) and automated external defibrillator (AED) training, and a First Aid program	
Pre-Assignment	Part II 1100.7 (f)(1)(C)	Cultural competency and individual rights, including: <ul style="list-style-type: none"> Human Rights Act of 1977 Bias-related Crime Act of 1989 	
Pre-Assignment	Part II 1100.7 (f)(1)(D)	Active Shooter	
Pre-Assignment	Part II 1100.7 (f)(1)(E)	Individuals in health and mental health crisis	
Pre-Assignment	Part II 1100.7 (f)(1)(F)	De-escalation procedures	
Pre-Assignment	Part II 1100.7 (f)(1)(G)	Biased-based policing	
Pre-Assignment	Part II 1100.7 (f)(1)(H)	The records and arrest management system of the Metropolitan Police Department	
Pre-Assignment	Part II 1100.7 (f)(1)(D)	Community Policing, if assigned to a park, recreation center, residential building or community	
			48 hours

C.14.3 Security Officers (SOs)

C.14.3.1 Pre-assignment, Contract			
Training Type	Requirement	Course Title	Minimum # of hours
Administrative	Contract	Introduction to DC Government/PSD	1.0
Administrative	Contract	Uniforms, Equipment, and Grooming	1.0
Administrative	Contract DC Ethics Manual	Ethics	1.0
Administrative	Contract	Conduct on Duty	1.0
Administrative	Contract	Interaction with Tourists	1.0
Basic Training	Contract	Basic Training Curriculum (C.14.1)	19.0
		Total Basic Training Curriculum	24.0
C.14.3.2 Additional Pre-assignment Approved Instructor Required			
Pre-Assignment	2108.8(a)	Terrorism awareness, including building evacuation, unattended packages, and unknown substances	

Pre-Assignment	2108.8(b)	Emergency procedures, including evacuation, cardio-pulmonary resuscitation (CPR) and automated external defibrillator (AED) training, and a First Aid program	
Pre-Assignment	2108.8(c)	Cultural competency and individual rights, including: <ul style="list-style-type: none"> Human Rights Act of 1977 Bias-related Crime Act of 1989 	
Pre-Assignment	2108.8(d)	Active Shooter	
Pre-Assignment	2108.8(e)	Individuals in health/mental health crisis	
Pre-Assignment	2108.8(f)	De-escalation procedures	
Pre-Assignment	2108.8(g)	Biased-based policing	
Pre-Assignment	2108.8(h)	Community Policing, if there is the possibility of being assigned to a park, recreation center, residential building or community	
			24* hours

C.15 FIREARMS TRAINING

C.15.1 The Contractor shall be bound by the regulations promulgated by the MPD, SOMB, and codified in DCMR Title 6A, Chapter 11, for firearms training curricula and successful completion thereof. Proof of satisfactory completion of 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.

C.15.1.1 Firearms Training Certified Instructor Required			
Training Type	Requirement	Course Title	Minimum # of hours
Initial Firearms Training (Armed SPOs only)	1100.7 (f)(3)(A)	At least 40 hours of initial firearms training	40.0
	1100.7 (f)(3)(B)	At least 8 hours of firearms re-qualification training twice (2X) per year, representing 16 total hours	16.0
	1100.7 (f)(3)(C)	Additional initial and re-qualification training standards for other weapons and equipment, as applicable	8.0
		<ul style="list-style-type: none"> ASP baton OC Spray Handcuffing Techniques Police baton (wood)- SO only 	2.0 2.0 1.0 1.0

- C.15.2** The Contractor shall abide by the provision of DCMR 6A, Chapter 11, §1100.8 requiring that all training instructors be certified (and remain certified) by the DCRA.
- C.15.3** The COTR shall request the names and DCRA credentials of each training instructor and require the physical location and time of each training [F.3.1.8.1.].
- C.15.4** Violations of any firearm training mandates will result in the incident being memorialized as a liquidated contract failure (non-compliance) and the Contractor will be assessed a monetary adjustment as detailed in Section H.15.1.2.6.

C.16 ON-THE-JOB (OJT) AND JOB [SITE] ORIENTATION TRAINING

- C.16.1** The Contractor shall ensure that employees assigned to this contract receive the mandated on-the-job (OJT) training and appropriate job [site] orientation training as listed below:

C.16.1.1 On-the-Job Training (OJT)

C.16.1.1.1 Special Police Officers (SPOs)

Training Type	Requirement	Course Title	Minimum # of hours
C.16.1.1.1 On-the Job (OJT) Training (by May 31, 2017)			
Initial On- the- Job (OJT) Training (All new hire SPOs and Armed SPOs)	1100.7 (f)(2)(A)	Within 80 working hours following employment and before being assigned to a post by themselves (24) hours of OJT with a SPO who has at least 1 year experience <u>and</u>	24.0
OJT (All SPOs and Armed SPOs)	Contract	Completion of the Total Basic Training Curriculum [C.14.2.1]	24.0
OJT (All SPOs and Armed SPOs)	1100.7 (f)(2)(B)	(24) hours of annual In-Service Training courses, based on the annual PSD Training Plan which will include:	24.0

Job [Site] Orientation Training	Contract	<ul style="list-style-type: none"> Biennial CPR/AED/First Aid Re-certification 	
		On-site orientation [C.16.2.1]	4.0
		DBH on-site job orientation [C.24]	8.0

C.16.1.1.2 Security Officers (SOs)

Training Type	Requirement	Course Title	Minimum # of hours
C.16.1.1.2 On-the Job (OJT) Training (by May 31, 2018)			
Initial On- the- Job (OJT) Training (Security Officers)	2108.9	Within 30 working days following employment sixteen (16) hours of OJT course	16.0
OJT (Security Officers)	Contract	Completion of the Total Basic Training Curriculum [C.14.3.1]	24.0
OJT (Security Officers)	2108.9	(8) hours of annual In-Service Training courses, based on the annual PSD Training Plan which will include: <ul style="list-style-type: none"> Biennial CPR/AED/First Aid Re-certification 	8.0
Job (Site) Orientation Training	Contract	On-site orientation [C.16.2.1]	4.0
		DBH on-site job orientation [C.24]	8.0

C.16.2 Job [Site] Orientation Training

C.16.2.1 The Contractor shall ensure that employees who are assigned to work at any District Government location (other than the Department of Behavioral Health (DBH [C.24.2] locations) shall complete a four (4) hour on-site job orientation, to be scheduled immediately after contract award, but before inception of the contract. The orientation will be conducted by the COTR or a designated PSD official and shall consist of familiarizing the Contractor's employees with the physical layout of the location/site by means of a walking tour, to include all building entrances, exits, fire doors, stairwells, mechanical rooms, etc. All employees hired following the start of this contract will be required to participate in such orientation.

C.16.2.2 The COTR may require on-site orientation at certain locations which are to

be determined. The COTR shall notify the Contractor, in writing, and direct that such orientation be accomplished. On-site orientation shall be conducted only by PSD personnel, Contractor supervisory personnel, or experienced site officers of the Contractor approved in writing by the COTR to provide on-site orientations. The Contractor agrees to provide a building orientation report to the COTR for each employee that has successfully completed the on-site orientation, by the fifth (5th) day of each month [F.3.1.10].

- C.16.2.3** Violations of any On-the-Job (OJT) or Job [Site] Orientation training mandates will result in the incident being memorialized as a liquidated contract failure (non-compliance) and the Contractor will be assessed a monetary adjustment as detailed in Section **H.15.1.2.7**.

C.17 REPORTS, FILES, AND RECORDS

- C.17.1** The Contractor shall maintain personnel files for all employees under the contract. The personnel files shall contain all required documentation necessary to validate the qualifications, licensing and evidence of required training for each of the Contractor's employees to perform under the contract.

C. 17.2 Contractor's Maintenance of Each Employee's Personnel Files – Format and Content

C.17.2.1 Personnel File Jacket

The **personnel file** jacket shall contain, but not be limited to, the following records:

C.17.2.1.1 Background/Pre-employment (Section A)

- Copy of current criminal history record;
- Current security officer license for Security Officers and SPO commission for Special Police Officers;
- Copy of United States passport or birth certificate, indicating United States citizenship. If the employee is not a citizen of the United States (Security Officers ONLY), proof of immigration status must be on file (Example: Resident Alien Card, Green Card, Employment Authorization, Certificate of Naturalization or I-94 Departure Record).
- Copies of legal documentation supporting any name changes, i.e., marriage certificates, divorce decree, adoption papers.
- Copy of high school diploma or GED;
- Copy of valid driver's license (for those employees who are required to drive a vehicle under the contract);
- Copy of driving record for the past three (3) years (for those employees who are required to drive a vehicle under the contract), documenting no

driver's license suspensions, revocations or convictions for criminal traffic offenses within the past three (3) years; and

- Name and contact information for an emergency contact.

C.17.2.1.2 Training/Certifications (Section B)

- Copy of training and testing records and certificates indicating that employee has satisfactorily completed all training requirements, certifications, and tests; and
- Copy of current First Aid/CPR/AED certification.

C.17.2.1.3 Performance Evaluations/Disciplinary Actions (Section C)

- Copy of all employee performance evaluations conducted on the employee for the duration of the contract; and
- Copy of company disciplinary records, if any, with resolutions indicated.

C.17.2.2 Medical File

The **medical file** shall be maintained in a separate sealed file and include, but not be limited to, the following items: [DCMR 6A, Subsection 1111]

- Copy of **pre-employment** physical and psychological examination results, as required;
- Copies of all drug testing program reports, including results of pre-employment drug screening, random drug screening, and *reasonable suspicion* drug screening [§§ 1111.4];
- Copies of all medical and psychological screenings attesting to the employee being able to perform the required duties of the position for which hired and is not suffering from any debilitating mental defect or disorder [§§ 1111.6] and being free of any judgment of incompetence, required for annual license and commission renewal; and
- Certification document from the Contractor (security agency) certifying the health of the employee, as required [DCMR 6A, §§1111.3).

C.17.3 The Contractor shall continuously maintain the files of all employees working under this contract (to include former employees) and allow the COTR or his/her designee to inspect all relevant files without notice at any time.

C.17.3.1 The Contractor shall ensure that all employee personnel files (pre-employment, training, performance and disciplinary, and medical are maintained and stored in compliance with state, local, and federal laws, rules, and regulations governing such files (i.e., confidentiality, HIPAA, etc.). Files generated, maintained, or transferred for compliance with this contract must be

maintained in accordance with the District of Columbia's record retention policies, are subject to audit and compliance inspection by members of PSD or the District Government, and are subject to the provisions of the Freedom of Information Act (FOIA) as government documents.

C.17.4 The PSD Contract Administrator (CA) shall schedule an independent third-party inspection of personnel files within thirty (30) business days after contract award and every six (6) months thereafter for the duration of the contract. The audit shall verify that the personnel records contain all documentation required to validate the qualifications of the Contractor's employees for employment on this contract. The Contractor shall deliver the audit report to the COTR within five (5) business days of its receipt.

C.17.4.1 The Contractor shall provide a written report addressing all discrepancies or insufficient findings detailed in the inspection report, specifically indicating how and when those files found to be in contract non-compliance will be remediated. The COTR may require a follow-up inspection of the non-compliant files to document remediation and compliance.

C.17.4.2 Violations of personnel files, to include formatting and content, obligations or mandates will result in the incident being memorialized as a liquidated contract failure (non-compliance) and the Contractor will be assessed a monetary adjustment as detailed in Section **H.15.1.3.11**.

C.18 UNIFORMS

C.18.1 The Contractor shall ensure all personnel working under the contract wear an officially approved uniform (approved by SOMB), to be provided by the Contractor, which complies with all requirements contained in the "Enhanced Professional Security Amendment Act of 2006" [C.2.2] and DCMR 6A, Subsection 1109.1, as amended, which states:

1109.1 Special police officers shall, while on duty, wear distinctive uniforms. Uniform waivers for armed special police officers are prohibited.

C.18.2 Uniforms shall be well-fitting, clean and in good repair. Shoes shall be made of leather, have hard soles, be shined and in good repair. Any exceptions to this requirement shall be documented on the SOMB approval.

C.18.3 The Contractor shall furnish the COTR with copies of its: Dress Code (Uniform and Equipment policy); and Grooming Standards [F.3.1.2] for quality control and contract compliance purposes.

C.18.4 Violations of any uniform requirements, mandates, or deliverables will result in the incident being memorialized as a liquidated contract failure (non-

compliance) and the Contractor will be assessed a monetary adjustment as detailed in Section **H.15.1.1.4** and **H.15.1.4.1**.

C.19 REMOVAL OF CONTRACT EMPLOYEES FROM A POST

- C.19.1** The Contractor acknowledges that it is responsible for ensuring that all employees comply with all directives issued by the COTR. In addition, the Contractor agrees to maintain satisfactory standards of employee competency, conduct, appearance and integrity, and shall be responsible for taking such disciplinary action(s) as is deemed necessary with respect to its employees.
- C.19.2** The Contractor shall not allow continued work by, or assignment to work of, employees deemed physically or mentally unfit, incompetent, insubordinate, careless, or whose continued employment under the contract is deemed by the COTR to be contrary to the public interest, or inconsistent with the best interests of the Government of the District of Columbia. In situations deemed appropriate by the COTR, the COTR in consultation with the CA and the Associate Director of Security, PSD, may summarily direct the Contractor to remove its employee from a facility. The Contractor shall remove such employee immediately and supply a replacement with no lapse in coverage.
- C.19.3** The Contractor shall ensure that its employees DO NOT engage in the following prohibited/unethical conduct, to include, but not limited to:
- C.19.3.1** Falsification or unlawful concealment;
 - C.19.3.2** Removal, mutilation, or destruction of any government property, including official documents or records;
 - C.19.3.3** Disorderly conduct, including the use of abusive or offensive language;
 - C.19.3.4** Disruptive behavior or activities while on post;
 - C.19.3.5** Theft, vandalism, immoral conduct, or any other criminal activity;
 - C.19.3.6** Misuse or mishandling of weapons;
 - C.19.3.7** Inattention to duty/assignment or sleeping on duty; or
 - C.19.3.8** Any other activities that are considered violations of the District Ethics Manual (November 2014 version, as amended) that could/would bring discredit to the District Government. The District Ethics Manual can be accessed at:
<http://www.bega-dc.gov/sites/default/files/documents/Ethics%20Manual%20-%2011.1.14.pdf>

- C.19.3.9** The Contractor shall be required to remove such employees immediately as specified by the COTR. Any employee so removed shall be the subject of an administrative investigation/inquiry by the Contractor into the circumstances of the compliant. At no time will the subject employee be eligible to work under this contract until the Contractor's investigative findings are reviewed by the COTR and PSD management.
- C.19.3.10** Participation in prohibited/unethical conduct by contract employees or the Contractor's failure to investigate, discipline, remove, or replace an employee for such violations, will result in the incident being memorialized as a liquidated contract failure (non-compliance) and the Contractor will be assessed a monetary adjustment as detailed in Section **H.15.1.1.11**.

C.20 FACILITY ACTIVITY LOG BOOK ENTRIES

- C.20.1** The Contractor shall ensure all employees (including Supervisors, Managers, QCM, and Relief Officers) make appropriate entries in the Activity Log Book (or automated system when implemented by PSD) located at each post. Activity Log Book entries shall include, but not be limited to:
- C.20.1.1** Name date and time of each employee's arrival on duty;
- C.20.1.2** Date and time of departure from duty;
- C.20.1.3** Date, date and time of post Relief Officer(s) arrival and departure;
- C.20.1.4** Name, date, and time of Management/Supervisory/QCM visits (arrival and departure);
- C.20.1.5** Date and time of observance of any untoward activity, including:
- C.20.1.5.1** Criminal offenses;
- C.20.1.5.2** Accidents or injuries to persons;
- C.20.1.5.3** Damage to property and complaints;
- C.20.1.5.4** Safety or security violations; and
- C.20.1.5.5** Equipment or facilities in need of repair.
- C.20.1.6** In addition, the Contractor shall report to the PSD CCC, as soon as practical, (but no later than thirty (30) minutes on (202) 727-8031, after any such incident or occurrence takes place) any incident or occurrence involving any of its employees and a government employee, or one which causes a contract employee to take any kind of security-related action. This contract shall be

noted in the Activity Log Book.

C.20.1.7 The Contractor shall contact the PSD, CCC to report incidents, unusual occurrences, or to obtain additional instructions or clarification of previously issued instructions. This contact shall be noted in the Activity Log Book.

C.20.2 The Contractor shall document irregular or unusual activities by completing a written Incident Report and documenting it in the Activity Log Book or via other means as directed by the COTR.

C.20.3 The Contractor shall make available all Activity Log Books, Incident Reports, or PSD arrest reports to the PSD Watch Command or the COTR upon request.

C.20.4 Violations of Activity Log Book entries and maintenance by contract employees, will result in incident(s) being memorialized as liquidated contract failures (non-compliance) and the Contractor will be assessed a monetary adjustment as detailed in Section **H.15.1.3.6**.

C.21 INVESTIGATIONS

C.21.1 The Contractor shall assist and cooperate in investigations deemed appropriate by the COTR, including, but not limited to: criminal offenses; accidents; injuries to persons; damage to property; and complaints within the parameters defined in the Post Orders for that particular facility, undertaken by the District Government, PSD, or MPD. District Government officials shall have the option of examining the site of any accident or incident immediately following its occurrence to determine the cause of such accident or incident, the degree of personal injuries, the damage to District Government-owned property, and any other pertinent information. In order to accomplish this, the Contractor shall provide District Government officials, PSD personnel, and law enforcement or emergency response personnel express authority to question any persons having knowledge relative to, or present when, such accident or incident occurred, including employees and agents of the Contractor and all sub-contractors, if any.

C.21.2 The Contractor shall ensure that all employees or agents of the contractor and any subcontractors are cooperative and forthcoming during quality assurance inquiries related to contract compliance inspections.

C.21.3 Violations of employee/Contractor investigative cooperation as detailed in sections **C.21.1** and **C.21.2**, will result in each incident being memorialized as a liquidated contract failure (non-compliance) and the Contractor will be assessed a monetary adjustment as detailed in Section **H.15.1.3.12**.

C.22 MEETINGS

C.22.1 The Contractor's PM shall meet with the COTR on a weekly basis, or a frequency deemed necessary by the COTR, with the date and time to be set by the COTR. The first such meeting will be held at the time of contract award, with subsequent meetings to be held at weekly intervals or as deemed by the COTR. Any of the Contractors' management/supervisory/QCM personnel may be asked to attend. A representative from DGS, Contracting and Procurement Division may attend to discuss contractual issues. In addition, any user agency may attend meetings periodically to address issues involving their facilities. A notice period of twenty-four (24) hours shall be required if the Contractor requests to reschedule any scheduled meeting with PSD. The COTR shall notify the Contractor of the date and time of these mandatory meetings with as much advance notice as possible.

C.22.2 In addition, a meeting shall be held after award of the contract but prior to its inception, between the COTR, Department of Behavioral Health (DBH) and the Contractor.

C.23 SPECIFIC REQUIREMENTS FOR DEPARTMENT OF BEHAVIORAL HEALTH (DBH) FACILITIES

C.23.1 The Contractor shall direct employees who are assigned to the Department of Behavioral Health (DBH) facilities to be interviewed by the DBH staff, prior to deployment at any DBH location. The Contractor shall be required to submit copies of each employee's resume to the DBH staff.

C.23.2 The Contractor shall provide the name, address and telephone number of the PM in writing to DBH staff at the post-award meeting to be held with DBH. [C.22.2] The COTR will schedule this meeting prior to contract inception. The PM shall meet with a DBH designated staff member every Friday, or a frequency determined by the COTR, for an assessment of the previous week's security issues.

C.23.3 The Contractor shall submit a work schedule every two (2) weeks to the designated DBH staff member. A copy shall be provided to the COTR.

C.23.4 Violations of required meetings, documentation, schedule submissions, and job [site] orientation, as detailed in sections C.22.2, C.23.1, C.23.2, and C.24 will result in each incident being memorialized as a liquidated contract failure (non-compliance) and the Contractor will be assessed a monetary adjustment as detailed in Section H.15.1.3.4.

C.24 DEPARTMENT OF BEHAVIORAL HEALTH (DBH) ORIENTATION

C.24.1 The Contractor shall ensure that its employees assigned to DBH facilities participate in an eight (8) hour job orientation session, to be conducted by DBH staff. Following this initial orientation, the Contractor shall assume responsibility for the orientation of new staff members.

C.24.2 The Contractor shall ensure that its employees participate in all job orientation sessions deemed necessary by the COTR, at no additional cost to the Government.

C.25 TRANSPORTATION

C.25.1 The Contractor shall ensure that employees assigned as DBH commissioned Special Police Officers (Unarmed) have a valid state or District of Columbia driver's license. The COTR may require the Contractor to submit an employee's driving record on an annual basis and/or provide proof of the license's validity.

C.25.2 The Contractor shall ensure that employees who are assigned to DBH shall use the government vehicles on St. Elizabeth's Hospital campus for purposes of patrol only. In the event the Contractor's employees are required to drive off campus, the Contractor shall ensure that its employees receive *prior written* authorization from the designated DBH staff member, with a copy sent to the COTR.

C.26 USE AND CARE OF GOVERNMENT FURNISHED EQUIPMENT

C.26.1 The District will be responsible for the repair and maintenance of government-furnished equipment (such as X-Ray machines, radios, hand wands, etc.), except where damages sustained were determined to be a result of negligence or misuse by the Contractor's personnel; in which case, the Contractor shall be liable for repair or replacement of equipment. The Contractor shall notify the COTR within ten (10) minutes of any malfunctioning District equipment used by the Contractor. All equipment shall be accounted for and tested at the beginning of each shift and as specified by the Post Orders. The results of the equipment testing shall be documented and maintained at the site. An annotation shall be made in the Activity Log Book.

C.26.2 The District will provide telephones deemed necessary to conduct official business under this contract. The Contractor shall be responsible for payment of all unauthorized or toll phone call charges.

C.26.3 The District shall provide all keys/access cards necessary for the Contractor

to perform its duties. The Contractor shall strictly enforce key control. The Contractor shall be responsible for all costs incurred for re-keying or re-programming when contract employees lose or misplace controlled keys/access cards. The Contractor shall immediately notify the CCC of lost or misplaced keys/access control cards and make an annotation in the Activity Log Book.

C.26.4 The Contractor shall not use District phones, computers, copiers or fax machines, except in the performance of official Government business under this contract.

C.26.5 The District will not be responsible for any loss, theft, or damage of Contractor owned equipment or supplies used, stored or maintained for this contract.

C.27 QUALITY CONTROL PLAN (QCP)

C.27.1 The Contractor shall submit a detailed Quality Control Plan (QCP) to the COTR for approval within fifteen (15) days of contract award. The QCP shall include, but not be limited to the following areas: [F.3.1.6].

C.27.2 Identification of Quality Control Monitors (QCM) assigned and evidence of their qualifications;

C.27.2.1 A description of the type, level, and frequency of inspections performed by the Contractor QCM. Inspections shall be conducted as frequently as necessary to ensure effective performance by the Contractor's employees. While the Contractor may perform more inspections than are required in the QCP, under no circumstances shall the Contractor perform fewer inspections than required by the Plan.

C.27.2.2 Quality Control Inspection Checklist [F.3.1.7.1] shall include inspections of: equipment; uniforms and appearance; attendance and sign in/out procedures; maintenance of Activity Log Books, adherence to proper breaking (rest and lunch) procedures, knowledge of and adherence to Post Orders; knowledge of and adherence to screening equipment operating procedures; possession of proper SO license, SPO commission and training certifications; and overall contract performance (customer service, facility familiarization, etc.).

C.27.2.3 Under no circumstances shall individuals appointed as QCM serve as uniformed employees working under this contract.

C.27.3 The Contractor shall prepare Quality Control Inspection Reports [F.3.1.7] based on the Quality Control Inspection Checklists [C.27.1.2.1; E.2; and F.3.1.7.1] and submit them to the COTR by the 5th day of each month (for

the previous month) or upon request.

C.27.3.1 The Contractor shall notify the COTR of any problems or deficiencies noted during an inspection and shall inform the COTR of all actions taken, or planned, to resolve the problems/deficiencies. If the Contractor's performance indicates that additional quality control measures are needed, the Contractor and COTR shall meet with the Contract Administrator (CA) to discuss the Contractor's performance, QCP, and any other areas of concern regarding the contract. The COTR may request, through the CA, that the Contractor take additional steps to improve the overall performance of the Contractor and adherence to the QCP.

C.27.3.2 The District shall consider the Contractor's adherence to its stated QCP during annual performance evaluations. Failure by the Contractor to adhere to its stated QCP may result in contractual actions taken by the District which may include: liquidations based on infractions [H.15], contracting with another vendor to cover a particular post; or if persistent problems occur, *termination* of the contract for default.

C.27.3.3 The COTR reserves the right of the District to conduct its own quality assurance inspections. Such inspections will be similar in scope, but not limited to, those inspection requirements listed in C.5.1.1.4. The COTR shall provide the Contractor with a written quality assurance policy. Three (3) instances of failure to meet the minimum quality assurance policy requirements at a particular facility may result in the Contractor being found in *contract default* for that facility.

C.28 COLLECTIVE BARGAINING AGREEMENT (CBA) FOR SECURITY GUARDS [OFFICERS]

C.28.1 The proposed Contractor shall be bound by the current Collective Bargaining Agreement for Security Guards for the Base Year and Option Years, if exercised, of the contract. As such, the Contract shall include all increases for the base and Option Years in its original proposal [J.11].

C.29 BID BOND (Section J.9)

C.29.1 The Contractor shall submit along with the proposal, a Bid Bond in the amount of \$50,000.00 [F.3.1.16]. The Bid Bond shall remain in effect until notification of contract award by the Contracting Officer (CO) and provided as referenced in Section H.16 of this document.

C.30 PERFORMANCE BOND

- C.30.1** The Contractor shall provide to the Contracting Officer (CO) within ten (10) calendar days of contract award a Performance Bond [F.3.1.17] in the amount of one (1) million dollars (\$1,000,000), payable by the terms of the contract and provided as referenced in Section H.16 of this document.

SECTION D

PACKAGING AND MARKING

The packaging and marking requirements for the resultant contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Department of General Services Standard Contract Provisions (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 Clause 6 (*Inspection of Services*), of the Government of the District of Columbia's Standard Contract Provisions (SCP) for Use with Supplies and Services Contracts, dated January 2016 [C.2.12]. Sections E.2 through E.3 are in addition to the requirements of Clause 7 (*Waiver*) of the Standard Contract Provisions (SCP)[C.2.12].
- E.2** The Contractor is responsible for the day-to-day inspection and monitoring of all Contractor work performed to ensure compliance with the contract requirements and the Contractor's Quality Control Plan [C.27 and F.3.1.6] submitted with the proposal and approved by the COTR. The results of all inspections conducted by the Contractor shall be documented in the Security Post Inspection Report [F.3.1.7.2] to be submitted to the COTR each month (for the previous month) by the 5th day, or upon request. PSD shall conduct random inspections for quality assurance and to ensure contract compliance.
- E.3** The Contractor shall submit a weekly Corrective Action Report [F.3.1.7.3] to the COTR outlining the steps and procedures taken to correct all issues identified in the Security Post Inspection Report [F.3.1.7.2].

SECTION F PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of one (1) year from date of award specified on page one (1) of the contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for four (4), one (1) year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of the option is subject to the availability of funds at the time of the exercise of the option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to the expiration of the contract.

F.2.2 If the District exercises the option, the extended contract shall be considered to include this option provision.

F.2.3 The price for the option period shall be as specified in the contract.

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

F.3 DELIVERABLES

F.3.1 The Contractor shall submit to the COTR and/or the CA all deliverables set forth in the table below between the hours of 9:00 a.m. and 4:45 p.m., Monday through Friday (exclusive of District holidays) in the time frame set forth in the table below. **All reports shall include a certification that to the best of the Contractor's knowledge and belief, the information contained in the reports is accurate, complete, and current as of the date submitted.**

	DELIVERABLE	RELEVANT SECTION(S)	TIMELINE DUE DATE
F.3.1.1	Subcontracting Plan	B.3 H.9.2	Within five (5) calendar days of contract award
F.3.1.2	Dress Code and Grooming Standards	C.7.2 C.18.3	Submit as requested

F.3.1.3	Deployment Schedule	C.9.1	Submit to the COTR monthly and immediately upon any changes
F.3.1.4	Daily Accountability Report	C.9.2	Submit daily by 8:30 a.m. to COTR and the PSD CCC at DGSPSD.CCC@dc.gov
F.3.1.5	Post Orders (PSD) [Contractor Maintains POs]	C.9.3	Submit to the Contractor within time frame specified
F.3.1.6	Quality Control Plan (QCP)	C.27 C.5.1.1.4	Submit to the COTR within 15 days of contract award
F.3.1.7 F.3.1.7.1 F.3.1.7.2 F.3.1.7.3	Quality Control Inspection Report Quality Control Inspection Checklist Security Post Inspection Report Corrective Action Report	C.27.1.2.1 E.2 E.2 E.3	Monthly (by the 5 th day) or upon request Monthly (by the 5 th day) or upon request. Weekly
F.3.1.8 F.3.1.8.1	Training Lesson Plans and Outlines for all blocks of Basic and Pre-Assignment Training List and resumes of certified trainers	C.13.4 C.5.1.1.3 C.13.5.2	Prior to use and as requested Upon request
F.3.1.9 F.3.1.9.1 F.3.1.9.2	Training completion rosters and certifications for all employees Documentation of completed In-Service Training Documentation of Supervisory and Management training	C.13.3 C.5.1.1.3 C.13.4	Initial-all within five (5) days of contract award; Prior to assignment of new hires; Quarterly Due Quarterly
F.3.1.10	Job [Site] Orientation Report (for each employee who successfully completes the orientation)	C.16.2.2	Submit to the COTR by the 5 th of each month.
F.3.1.11	Subcontracting Plan Compliance Report	H.9.3 H.9.4	Submit to CO and Director, DSLBD by the 21st of each month following contract execution
F.3.1.12	Commission/Certification Report	H.12.1	Submit by the 5 th of each month to the COTR
F.3.1.13	Presentation of Uniforms	H.12.3	Submit to the COTR seven (7) working days prior to contract start date
F.3.1.14	Uniform and Equipment Policy	H.12.3	Submit to COTR within fifteen (15) days prior to contract start date
F.3.1.15	Certificate of Insurance	I.8	Submit to the Contracting Officer within ten (10) calendar days after request
F.3.1.16	Bid Bond (\$50,000.00)	C.29 H.16	Submit with proposal

F.3.1.17	Performance Bond (\$1 million)	C.30 H.16	Submit to the Contracting Officer within ten (10) calendar days after contract award
F.3.1.18 F.3.1.18.1 F.3.1.18.2 F.3.1.18.3 F.3.1.18.4	Transition Plan Staffing Plan Equipment Inventory/Maintenance Plan Training Plan Quality Control Plan (QCP)	C.5.1.1 C.5.1.1.1 C.5.1.1.2 C.5.1.1.3 C.5.1.1.4	Submit to the COTR within five (5) working days after contract award
F.3.1.19	First Source Employment Agreement Contract Compliance Report	C.2.6 F.3.2 G.3.1 G.3.2 H.5.3 H.5.5	By the 10 th of each month to DOES Verified by COTR that actual performance is met
F.3.1.20 F.3.1.20.1	Personnel File Compliance Personnel File Discrepancy Report	C.17.3 C.17.4.1 G.10.10.1 G.10.10.2	PSD CA (3 rd -party) inspection, initial and every 6 months for the duration of the contract.

F.3.2 The Contractor shall submit to the District, 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 does not submit the report as part of the deliverables, the District shall not make final payment to the Contractor pursuant to section **G.3.2**.

F.3.3 The quality and timeliness of Deliverables will be factors in annual contract performance evaluations and Option Year (OY) contract continuation.

SECTION G

CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

- G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.
- G.1.2.1** The Contractor will be paid for basic services (B.4.1 – B.5.1) on a monthly basis.
- G.1.2.2** The Contractor shall use the hourly rates established in the Price Schedules (B.4.1- B.5.1).

G.2 INVOICE SUBMITTAL

- G.2.1** The Contractor shall submit invoices electronically to the DGS EASI Pay Portal located on the DGS Website: <https://dgs.onbaseonline.com>. All Contractors are required to register for access to EASI; for assistances with the registration process, technical assistances and or additional instructions please contact the Portal Help Desk at (301) 563-3025. Properly prepared invoices with the necessary backup shall be paid within thirty (30) days of receipt. Invoices not paid by that date shall bear interest in accordance with the Prompt Payment Act.
- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.2.1** Contractor's name, federal tax ID and invoice date (Contractors shall date invoices as of the date of mailing or transmittal);
- G.2.2.2** Contract number, invoice number and appropriate Purchase Order;
- G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;

G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.2.2.6 Name, title, phone number of person preparing the invoice;

G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

G.2.2.8 Authorized signature.

G.2.3 Invoice Submission to COTR

G.2.3.1 For submission of all invoices to the COTR the following protocol must be observed.

a. Email all invoices to the COTR as an attachment, preferably a PDF document attachment. Do not deliver invoices by fax, hand delivery, or mail.

b. When emailing invoices do the following:

1. Title the invoice email with the following information:

i. ContractorName

ii. INVOICES_MonthYear_Number of Invoices

a. Example:

DoeIncINVOICES_Feb2010_10

2. The email should only relate to invoices. This means do not reply to miscellaneous emails with invoices attached, do not attach other documents that are not relevant to the invoice.

3. Send all invoices for one month of service in one email. Do not send multiple emails for different invoices.

4. In the body of the email please list out all invoices submitted for that month and all totals for each invoice.

G.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.5.5**.

- G.3.2** The District shall not make final payment to the Contractor until the agency CFO has received the Contracting Officer'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** The District will pay the Contractor monthly upon completion and acceptance of work in accordance with the price schedule in **Section B** and in receipt of a proper invoice described in Section **G.2.2**.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

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

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

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 INTEREST PENALTIES TO CONTRACTORS

- G.6.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of one percent (1%) per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- G.6.1.1.1** the 3rd day after the required payment date for meat or a meat product;
- G.6.1.1.2** the 5th day after the required payment date for an agricultural commodity; or
- G.6.1.1.3** the 15th day after the required payment date for any other item.
- G.6.1.1.4** 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 (1) of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:
- G.6.2.1.1** Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- G.6.2.1.2** Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason(s) 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 one percent (1%) per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:
- G.6.2.2.1** the 3rd day after the required payment date for meat or a meat product;
- G.6.2.2.2** the 5th day after the required payment date for an agricultural commodity; or
- G.6.2.2.3** the 15th day after the required payment date for any other item.
- G.6.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.6.3 SUBCONTRACT REQUIREMENTS

The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

G.7 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer for this contract is:

George G. Lewis, CPPO
Interim Associate Director of Contracts and Procurement
Department of General Services
2000 14th Street, Northwest, 8th floor
Washington, D.C. 20009
Telephone: 202-478-5727

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The CO is the only person authorized to approve changes in any of the requirements or deliverables [F.3] 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 TECHNICAL REPRESENTATIVE (COTR)

- G.9.1** Contracting Officer's Technical Representative (COTR) is a PSD employee, designated *in writing* by the Contracting Officer, who has the technical expertise and is authorized to perform all actions necessary to verify whether supplies or services delivered or performed in support of this contract conform to contract quality requirements including, inspection, acceptance, warranty, and any other measures associated with the Quality Assurance Inspection Plan. The COTR has the key roles of technical advisor (direction and evaluation) to the Contract Administrator; day-to-day communicator with Contractor personnel; and overseer of the successful performance of the contract.
- G.9.2** The COTR is responsible for general administration of the contract and advising the Contract Administer (CA) 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, to include, but not be limited to:
- G.9.2.1** Keeping the CA fully informed of any technical or contractual difficulties encountered during the performance period and advising the CA of any potential problem areas under the contract;
- G.9.2.2** Coordinating site entry for Contractor personnel, if applicable;
- G.9.2.3** Reviewing invoices for completed work and recommending approval by the CA if the Contractor's prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure;
- G.9.2.4** Reviewing and approving invoices for deliverables to ensure accuracy and receipt of goods and services. This includes the timely submission of invoices and vouchers in accordance with the District's payment provisions; and
- G.9.2.5** Maintaining a file that includes all contract correspondence (in any form), modifications, records of inspections (site, data, equipment, etc.), all deliverables, calendars and recorded minutes of mandated meetings, and invoice or vouchers.

G.9.3 The address and telephone number of the [Primary] COTR is:

Captain Martin Collins
Protective Services Division
64 New York Avenue NE, 4th Floor
Washington, DC 20001
Phone: 202-698-8113
Cell: 202-409-2358
martin.collins@dc.gov

G.10 CONTRACT ADMINISTRATOR (CA)

G.10.1 Following the award of a contract the CA is responsible for the management actions that assure full compliance with all of the terms and conditions contained within the contract document, including price. The focus of the CA is on obtaining supplies and services of requisite quality, on time, and within budget and include payment, monitoring of process, inspection and acceptance, quality assurance, monitoring and surveillance, modifications, negotiations, contract closeout, and other activities. The designated PSD's contract administrator for this contract is the PSD *Supervisory Contract Compliance Monitor*.

G.10.2 The CA and COTR are equally responsible for the success of the awarded contract and the Contractor's compliance and conformance (certification or confirmation that goods or services meet the requirements of: legislation; accepted practice; prescribed rules or regulations; and/or specified standards or terms of a contract) of the contract.

G.10.3 The CA is responsible for monitoring and advising the COTR in the general administration of the contract and advising the Contracting Officer (CO) through the Associate Director, PSD, as to the Contractor's compliance or noncompliance with the contract.

G.10.4 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.10.5 The CA reviews invoices submitted by the COTR for completed work and approves invoices if the Contractor's prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure.

G.10.6 The CA reviews and approves invoices for deliverables to ensure accuracy and receipt of goods and services. This includes the timely submission of

invoices and vouchers by the Contractor, through the COTR, in accordance with the District's payment provisions.

- G.10.7** The CA will audit and review the COTR's files, at least quarterly, as required in **G.9.2.5**.
- G.10.8** The CA is responsible for ensuring the accuracy and completeness of the contract reconciliation for the duration of the contract.
- G.10.9** The CA is responsible for ensuring that all parties to the contract are aware of the following policies and regulations and that all matters related to this contract abide by same:
 - G.10.9.1** Procurement Practices Reform Act of 2010 (PPRA)
 - G.10.9.2** DCMR Chapter 47 of title 27 (Contracts and Procurement)
 - G.10.9.2.1** **RESERVED**
 - G.10.9.2.2** **RESERVED**
 - G.10.9.3** DGS Administrative Orders/Policies
 - G.10.9.3.1** 2016- 003, "Pass Through" Charges, effective date April 16, 2016
 - G.10.9.3.2** Effective August 16, 2016, Mr. George G. Lewis, CPPO is the Interim Associate Director, Contracts and Procurement Division, DGS
 - G.10.9.4** **RESERVED**
- G.10.10** The Contract Administrator (CA) is responsible for ensuring that an independent third-party inspection of personnel files is initiated and completed within thirty (30) business days after contract award (for orderly contract transition) and every six (6) months thereafter for the duration of the contract (to document contract compliance and [measurable] performance).
 - G.10.10.1** The audit shall verify that the personnel and training records contain all documentation required to validate the qualifications of the Contractor's employees for continued employment on this contract and that all files are maintained within the specifications of this contract and all local and federal confidentially and retention rules, regulations, and laws. The Contractor shall deliver the audit report to the COTR within five (5) business days of its receipt [C.17.4].

G.10.10.2 The Contractor shall provide a written report [F.3.1.20] addressing all discrepancies or insufficient findings detailed in the inspection report, specifically indicating how and when those files found to be in contract non-compliance will be remediated. The CA/COTR may require a follow-up inspection of the non-compliant files to document remediation and compliance [C.17.4.1].

G.10.11 The address and contact information for the PSD Contract Administrator is:

Paul M. Abrahams
Supervisory Contract Compliance Monitor
Protective Services Division
#64 New York Avenue, Northeast, 4th floor
Washington, DC, 20002
202-698-8109: Office
202-679-5653: Cellular
202-698-5091 Fax
paul.abrahams@dc.gov
www.dgs.dc.gov

G.10.11 The Contract Administrator (CA) shall **NOT** have the authority to:

G.10.11.1 Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications.

G.10.11.2 Grant deviations from or waive any of the terms and conditions of the contract.

G.10.11.3 Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract.

G.10.11.4 Authorize the expenditure of funds by the Contractor.

G.10.11.5 Change the period of performance; or authorize the use of District property, except as specified under the contract.

G.10.11.6 The Contractor shall 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 to take all corrective action necessitated by reason of the unauthorized changes.

**G.11 ASSOCIATE DIRECTOR FOR SECURITY, PROTECTIVE
SERVICES DIVISION**

G.11.1 The Associate Director for Security, PSD, or his/her designee shall be advised, in writing, of all issues associated with this contract, to include, but not be limited to: contract change recommendations; recommended modifications; contract reconciliation; and contract non-compliance concerns. All correspondence related to this contract shall be directed to the Contracting Officer (CO) through the Associate Director for Security, PSD.

G.12 ORDERING CLAUSE

G.12.1 Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the CO. Such orders may be issued during the term of this contract.

G.12.2 All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.

G.12.3 If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

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.
<http://does.dc.gov/service/apprenticeship-council>

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the U.S. Department of Labor Wage Determination No.3, 2015-4281, dated April 8, 2016, as amended, [available at: <http://www.wdol.gov/wdol/scafiles/std/15-4281.txt?v=3>] in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as **Section 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 Section 24 (Service Contract Act of 1965) 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 and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

The Contractor shall at all times obtain the prior *written* approval from the CO before the Contractor, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through

any medium of communication, bearing on the work performed or data collected under this contract.

H.4 FREEDOM OF INFORMATION ACT (FOIA)

The District of Columbia Freedom of Information Act (FOIA), at D.C. Official Code §2-532 (a-3) [<https://beta.code.dccouncil.us/dc/council/code/sections/2-532.html>] requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private Contractor performing a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made.

H.4.1 If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR who will provide the request to the FOIA Officer for the agency [DGS] with programmatic responsibility in accordance with the D.C. Freedom of Information Act (FOIA).

H.4.2 If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor.

H.4.3 In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the D.C. Municipal Regulations.

H.5 FIFTY ONE (51%) PERCENT DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.5.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.* ("First Source Act").

H.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement [**Section J.4**] in which the Contractor shall agree that:

H.5.2.1 The first source for finding employees to fill all jobs created in order to perform this contract shall be the DOES; and

- H.5.2.2** The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.
- H.5.3** The Contractor shall submit to DOES, no later than the 10th of each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) to verify its compliance with the First Source Agreement for the preceding month [F.3.1.19]. The contract compliance report for the contract shall include the:
- H.5.3.1** Number of employees needed;
- H.5.3.2** Number of current employees transferred;
- H.5.3.3** Number of new job openings created;
- H.5.3.4** Number of job openings listed with DOES;
- H.5.3.5** Total number of all District residents hired for the reporting period and the accumulative total number of District residents hired; and
- H.5.3.6** Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
- H.5.3.7** Name;
- H.5.3.8** Social security number;
- H.5.3.9** Job title;
- H.5.3.10** Hire date;
- H.5.3.11** Residence; and
- H.5.3.12** Referral source for all new hires.
- H.5.4** If the contract amount is equal to or greater than \$100,000, the Contractor agrees that fifty one (51%) percent of the new employees hired for the contract shall be District residents.
- H.5.5** With the submission of the Contractor’s final request for payment from the District, the Contractor shall: [F.3.1.19]
- H.5.5.1** Document in a report to the CO the Contractor’s compliance with section **H.5.4** of this clause; or

- H.5.5.2** Submit a request to the CO for a waiver of compliance with section **H.5.4** and include the following documentation:
- H.5.5.2.1** Material supporting a good faith effort to comply;
 - H.5.5.2.2** Referrals provided by DOES and other referral sources;
 - H.5.5.2.3** Advertisement of job openings listed with DOES and other referral sources; and
 - H.5.5.2.4** Any documentation supporting the waiver request pursuant to section **H.5.6**.
- H.5.6** The CO may waive the provisions of section **H.5.4** if the CO finds that:
- H.5.6.1** A good faith effort to comply is demonstrated by the Contractor.
 - H.5.6.2** The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
 - H.5.6.3** The Contractor enters into a special workforce development training or placement arrangement with DOES; or
 - H.5.6.4** DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.
- H.5.7** Upon receipt of the Contractor's final payment request and related documentation pursuant to sections **H.5.5** and **H.5.6**, the CO shall determine whether the Contractor is in compliance with section **H.5.4** or whether a waiver of compliance pursuant to section **H.5.6** is justified. If the CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two (2) business days of making the determination forward a copy of the determination to the agency Chief Financial Officer, CA and the COTR.
- H.5.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section **H.5.5**, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of five (5%) percent of the total amount of the

direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in this contract any decision of the CO pursuant to this section.

H.5.9 The provisions of sections **H.5.4 through H.5.8** do not apply to nonprofit organizations.

H.6 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, <https://www.dol.gov/oasam/regs/statutes/sec504.htm>. This Act prohibits discrimination against disabled individuals in federally funded programs and activities. Also see 29 U.S.C. § 794 *et seq.*, <https://www.gpo.gov/fdsys/pkg/USCODE-2010-title29/pdf/USCODE-2010-title29-chap16-subchapV-sec794.pdf>

H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of this contract, the Contractor and any of its subcontractors shall comply with the Americans with Disabilities Act of 1990 (ADA), as amended. <https://www.dol.gov/general/topic/disability/ada>. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 *et seq.*, <https://www.gpo.gov/fdsys/pkg/USCODE-2009-title42/html/USCODE-2009-title42-chap126.ht>.

H.8 WAY TO WORK AMENDMENT ACT OF 2016

H.8.1 Except as described in **H.8.8** below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2016, effective January 1, 2016 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2016”), as amended, for contracts for services in the amount of \$100,000 or more in a 12-month period.

H.8.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

H.8.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

- H.8.4** The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov. It is the Contractor's sole responsibility to monitor increases in the published living wage rate.
- H.8.5** The Contractor shall provide a copy of the Fact Sheet **[attached as J.6]** to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice **[attached as J.5]** in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice **[attached as J.5]** in a conspicuous place in its place of business.
- H.8.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.8.7** The payment of wages required under the Living Wage Act of 2016 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq*, <https://beta.code.dccouncil.us/dc/council/code/titles/32/chapters/13/>
- H.8.8** The requirements of the Living Wage Act of 2016 **DO NOT** apply to:
- H.8.8.1** Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- H.8.8.2** Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- H.8.8.3** Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- H.8.8.4** Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;
- H.8.8.5** Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- H.8.8.6** An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;

- H.8.8.7** Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- H.8.8.8** Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- H.8.8.9** Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence;
- H.8.8.10** Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- H.8.8.11** Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.
- H.8.9** The Mayor may exempt a Contractor from the requirements of the Living Wage Act of 2006, as amended, [<http://does.dc.gov/service/wage-hour-compliance>] subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.
<http://cfssa.dc.gov/sites/default/files/dc/sites/cfssa/publication/attachments/living%2520wage%2520act%2520internet.pdf>

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 MANDATORY SUBCONTRACTING REQUIREMENTS

- H.9.1.1** For contracts in excess of \$250,000, at least thirty-five (35%) percent of the dollar volume shall be subcontracted to certified small business enterprises (SBE); provided, however, that the costs of materials, goods, and supplies shall not be counted towards the thirty-five (35%) percent subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises (SBE).
- H.9.1.2** If there are insufficient qualified small business enterprises (SBE) to completely fulfill the requirement of paragraph **H.9.1.1**, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that qualified small business

enterprises (SBEs) are significant participants in the overall subcontracting work.

- H.9.1.3** A prime Contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections **H.9.1.1** and **H.9.1.2**.

H.9.2 SUBCONTRACTING PLAN

If the prime Contractor is required by law to subcontract under this contract, it must subcontract at least thirty-five (35%) percent of the dollar volume of this contract in accordance with the provisions of section **H.9.1**. The prime Contractor responding to this solicitation which is required to subcontract shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan [**F.3.1.1**]. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror is required to subcontract, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of the Department of Small and Local Business Development (DSLBD). Each subcontracting plan shall include the following:

- H.9.2.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises (CBEs);
- H.9.2.2** A statement of the dollar value of the proposal that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises (CBEs);
- H.9.2.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises (CBEs);
- H.9.2.4** The name of the individual employed by the prime Contractor who shall administer the subcontracting plan, and a description of the duties of the individual;
- H.9.2.5** A description of the efforts the prime Contractor shall make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises (CBEs) will have an equitable opportunity to compete for subcontracts;
- H.9.2.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime Contractor shall include a statement, approved by the

Contracting Officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract.

- H.9.2.7** Assurances that the prime Contractor will cooperate in any studies or surveys that may be required by the Contracting Officer, and submit periodic reports, as requested by the Contracting Officer, to allow the District to determine the extent of compliance by the prime Contractor with the subcontracting plan;
- H.9.2.8** A list of the type of records the prime Contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime Contractor will make such records available for review upon the District's request; and
- H.9.2.9** A description of the prime Contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises (CBEs), and to award subcontracts to them.

H.9.3 SUBCONTRACTING PLAN COMPLIANCE REPORTING

If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21st of each month following execution of the contract, a Subcontracting Plan Compliance Report [F.3.1.11] to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:

- H.9.3.1** The dollar amount of the contract or procurement;
- H.9.3.2** A brief description of the goods procured or the services contracted for;
- H.9.3.3** The name of the business enterprise from which the goods were procured or services contracted;
- H.9.3.4** Whether the subcontractors to the contract are currently certified business enterprises;
- H.9.3.5** The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- H.9.3.6** A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and
- H.9.3.7** A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

**H.9.4 ENFORCEMENT AND PENALTIES FOR BREACH OF
SUBCONTRACTING PLAN**

H.9.4.1 If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a *material breach of the contract*, the CO shall have cause to terminate the contract under Clause 8 (Default) of the Standard Contract Provisions (SCP).

H.9.4.2 There shall be a rebuttable presumption that a Contractor willfully breached its approved subcontracting plan if the Contractor:

H.9.4.2.1 Fails to submit any required monitoring or compliance report; or

H.9.4.2.2 Submits a monitoring or compliance report with the intent to defraud.

H.9.4.3 A Contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises (CBEs) in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or five (5%) percent of the total amount of the work that the Contractor was to subcontract to certified business enterprises (CBEs), whichever is greater, for each such breach.

H.9.5 SUBCONTRACTOR STANDARDS

A prime contractor shall ensure that subcontractors meet the criteria for responsibility described in D.C. Official Code § 2-353.01.

**H.10 DIVERSION, REASSIGNMENT, AND REPLACEMENT OF KEY
PERSONNEL**

The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to the diverting of specified key personnel for any reason, the Contractor shall notify the COTR 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. Proposed substitutions of personnel shall be subject to review and approval of the COTR.

H.11 AUDITS AND RECORDS RETENTION

H.11.1 As used in this clause, “records” include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

H.11.2 EXAMINATION OF COSTS

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

H.11.3 COST OR PRICING DATA

H.11.3.1 If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, 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:

H.11.3.1.1 The proposal for the contract, subcontract, or modification;

H.11.3.1.2 The discussions conducted on the proposal(s), including those related to negotiating;

H.11.3.1.3 Pricing of the contract, subcontract, or modification; or

H.11.3.1.4 Performance of the contract, subcontract or modification.

H.11.4 COMPTROLLER GENERAL

H.11.4.1 The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract or a subcontract hereunder.

H.11.4.2 This paragraph shall not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

H.11.5 REPORTS

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

H.11.5.1 The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and

H.11.5.2 The data reported.

H.11.6. AVAILABILITY

H.11.6.1 The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in clauses **H.11.1 through H.11.5**, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any shorter period specified in the solicitation, or for any longer period required by statute or by other clauses of this contract. In addition:

H.11.6.2 If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

H.11.6.3 The Contractor shall make available records relating to appeals under Clause 14 (Disputes) of the SCP or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

H.11.6.4 The Contractor shall insert a clause containing all the terms of this clause, including this section (**H.11.6**), in all subcontracts under this contract that exceed the small purchase threshold of \$100,000, and:

H.11.6.4.1 That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-re-determinable type or any combination of these;

H.11.6.4.2 For which cost or pricing data are required; or

H.11.6.4.3 That requires the subcontractor to furnish reports described in **H.11.5** of this clause.

H.12 CONTRACTOR RESPONSIBILITIES

H.12.1 COMMISSION/CERTIFICATION REPORT

The Contractor shall provide a report of the current license status of each contract employee by the 5th of each month to the COTR [F.3.1.12]. The report shall include the name, date of expiration and commission/guard license number. This list shall also include/indicate any personnel no longer working for the Contractor during the reporting period.

H.12.2 CONTRACTOR'S EMPLOYEE IDENTIFICATION CARDS

SOMB shall issue Security Officer (License) Identification Cards and SPO Commissions for each employee of the Contractor. No contract employee shall work under this contract without the appropriate identification.

H.12.3 UNIFORMS

All uniforms shall comply with the standards used for Security Officers (SOs) and Special Police Officers (SPOs) as stipulated by in DCMR 6A and approved by SOMB. Presentation of intended uniforms shall be made to the COTR within seven (7) working days prior to contract start date [F.3.1.13]. The Contractor shall also provide the COTR with its Uniform Issuance Policy within fifteen (15) days prior to contract start date that will stipulate the number of uniforms issued per employee [F.3.1.14]. The policy shall also include the Contractor's process for replacing old, worn or unserviceable uniforms.

H.13 GOVERNMENT RESPONSIBILITIES

H.13.1 The Government will furnish the following supplies, materials and equipment:

H.13.1.1 Electrical and mechanical equipment where installed, such as alarm and surveillance systems, hand-held (wand) metal detectors, X-Ray machines and portable radios (hand-held);

H.13.1.2 Repair and maintenance of equipment list in **H.13.1.1**;

- H.13.1.3** Post Orders and an Activity Log Book shall be furnished by the COTR and shall be maintained on-site by the Contractor at each post or at the central control point (as applicable) and shall contain complete duty instructions for all posts involved, including instructions for emergency procedures and Occupancy Emergency/Evacuation Procedures, Standards or Informational Bulletins, Security Bulletins, and specific post orders for each post. The Activity Log Book and Post Order Book shall not be removed from the government property, reproduced or copied in any manner, unless properly authorized, in writing by the COTR.
- H.13.1.4** Telephones deemed necessary by the District to conduct official government business under this contract;
- H.13.1.5** Security office, locker space, locker(s) and office equipment (as deemed necessary by the District); and
- H.13.1.6** All administrative forms prescribed for use by the Contractor's employees.

H.14 ADDITIONAL GUARDS AND LOCATIONS

- H.14.1** The District Government reserves the right to add additional contract officers and new locations (or decrease officers and locations) to any City Wide Security Services (CWSS) contract as requirements change. The request for additional security coverage shall be provided in *writing* with at least a twenty-four (24) hour notice to the Contractor. The Contractor shall provide the appropriately requested security personnel within twenty-four (24) hours unless otherwise directed by the COTR. This coverage shall be billable at the contract rates in **Section B** of the contract.
- H.14.2** In deciding the established sector to which new locations would be added; the CO shall consider such factors as agency alignments, geographical location of a new facility, size of the sector to which the new location is to be added and number of locations in the sector compared to other sectors. Another factor is the past and existing service performance of the Contractor and the resources required to do the work. Notwithstanding the above, the CO shall add new locations and additional officers based on what is in the best interest of the District.

H.15 LIQUIDATED DAMAGES (MONETARY ADJUSTMENTS)

- H.15.1** The Contractor is on notice that the security services provided pursuant to the terms of this contract are critical in nature and PSD will apply liquidated damages (monetary adjustments) for non-compliance as follows:

H.15.1.1 Liquidated Damages Related to Performance

H.15.1.1.1 PSD will conduct random checks of Contractor's use of the District's detection devices, such as X-Ray machines, magnetometers, hand-held devices, etc. PSD and/or District employees will attempt to bring one (1) of the below listed weapons into a building utilizing the aforementioned detection devices:

H.15.1.1.1.1 The Contractor shall detect all weapons on the PSD/District's employee, including but not limited to, the following: 1) a knife or sharp instrument with a blade that is six (6") inches or more in length; 2) any handgun or firearm (whether operable or not); or 3) any rifle or shotgun (whether operable or not) that is on a person (concealed or not) or inside a person's bag.

H.15.1.1.1.2 If the Contractor's employee(s) fails to detect a weapon of any type (except bombs [H.15.1.1.1.3]), the Contractor shall be assessed a monetary adjustment of one thousand dollars (\$1,000). Failure of the Contractor to detect any weapon may also cancel and *terminate* this contract, pursuant to the District of Columbia Standard Contract Provisions (SCP) (November 2007), Section 8 (Default) as previously referenced in this contract. The COTR must be notified immediately of any infractions.

H.15.1.1.1.3 If the Contractor's employee(s) fails to detect a bomb of any type (real or simulated), the Contractor shall be assessed a monetary adjustment of two thousand dollars (\$2000) per infraction. Failure of the Contractor to detect any bomb may also cancel and *terminate* this contract, pursuant to the District of Columbia Standard Contract Provisions (SCP) (November 2007), Section 8 (Default) as previously referenced in this contract. The COTR must be notified immediately of any infractions.

H.15.1.1.2 Failure of the Contractor's employees to control entry and egress access by screening persons, vehicles (if, applicable), and packages coming into District Government buildings, facilities or properties to ensure that no unauthorized, prohibited or illegal property is brought into or removed from such locations [C.5.2.5] will result in the Contractor being assessed a monetary adjustment of two hundred dollars (\$200) per incident. The COTR must be notified immediately of any infractions.

H.15.1.1.3 The Contractor shall discover, report, and detain (SPOs only) [C.3.5 and C.3.6] 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 liquidated contract failure (non-compliance) and the Contractor will be assessed a monetary adjustment of five hundred dollars (\$500) per incident. **[C.5.2.4]**. Continued and sustained violations of this section may also result in *termination* of the contract. The COTR must be notified immediately of any infractions.

- H.15.1.1.4** If the Contractor's employees fail to report for duty on time, in full uniform and equipped with all necessary security equipment **[C.5.2.7 , C.6.5, and C.7.1]**, the Contractor will be charged two hundred and fifty dollars (\$250) per uniform or equipment infraction, or any fraction thereof.
- H.15.1.1.5** Failure of Contractor employees to pay full time and attention to duties (playing video games, watching television or movies, or being otherwise distracted from required duties) or sleeping while on duty will result in the Contractor being assessed a monetary adjustment of two hundred dollars (\$200) per incident and the Contractor immediately removing/replacing the employee. Continued and sustained violations of this section may also result in a recommendation to the Contractor that the employee be *terminated* from the contract. The COTR must be notified immediately of any infractions.
- H.15.1.1.6** If the Contractor fails to maintain the required over supply of guards as required by the contract, the Contractor will be charged one hundred dollars (\$100) per hour, per infraction or any fraction thereof.
- H.15.1.1.7** The Contractor will be charged one hundred dollars (\$100) per hour, per infraction for unstaffed (vacant) posts **[C.6.5.2]**.
- H.15.1.1.8** Failure to Perform Security Duties – Any acts of vandalism, sabotage or theft of District vehicles, buildings or equipment that is the direct result of the Contractor, or Contractor's employees, agents or representatives failing to perform duties as required by the contract and detailed in the Post Orders, shall result in the Contractor being charged up to one hundred (100%) percent of the cost of repair or replacement of the lost, damaged, or stolen asset, plus all applicable administrative costs and fees **[C.5.2.3]**.
- H.15.1.1.9** Failure of the Contractor's employees to prevent and report safety and security violations, risks, damage, pilferage, removal, misuse, larceny, theft, or any other improper or unlawful threats, or disposition of District or personal property to the COTR or designated Point(s) of Contact (POC) (should investigation reveal that any failure to prevent or report said security violations were due to Contractor employee negligence or inaction) the Contractor will be assessed a monetary adjustment of up to one hundred (100%) percent of the

cost of repair or replacement of the lost, damaged, or stolen asset, **plus** all applicable administrative costs and fees [C.5.2.3].

H.15.1.1.10 Failure to reassign, remove, or replace Officers as set forth in this contract or as requested by the COTR within the timeframes of this agreement will result in the Contractor being assessed a monetary adjustment of one hundred dollars (\$100) per hour, and fraction thereof, for each incident of delay.

H.15.1.1.11 Participation in prohibited/unethical behaviors by contract employees, as detailed in Section C.19.3, or the Contractor's failure to investigate, discipline, or remove an employee for such violations, will result in the Contractor being assessed a monetary adjustment of one hundred dollars (\$100) per violation or per incident of failure to investigate, discipline, remove, or replace an employee for such violation(s) [C.19.3.10].

H.15.1.2 Liquidated Damages Related to Training Requirements:

H.15.1.2.1 Failure to provide all training materials to the COTR, or his designee, for review and approval prior to use or failure to submit all changes to approved materials to the COTR for approval prior to use will result in the Contractor being assessed a monetary adjustment of one hundred dollars (\$100) per twenty four (24) hour period of delay [C.13.4].

H.15.1.2.2 Failure to maintain training records or provide proof/certificates of Training as set forth in Section C.12.6.1.2.1 and C.13 will result in the Contractor being assessed a monetary adjustment of one hundred dollars (\$100) per employee.

H.15.1.2.3 Submitting any false affidavits, records, or certifications for training verification will result in the Contractor being assessed a monetary adjustment of one thousand dollars (\$1000) per incident. Fraudulent behavior also constitutes a *material breach* of this contract. Continued and sustained violations of this section may also result in a recommendation to the Contractor that the responsible employee(s) be *terminated* from the contract. The COTR must be notified immediately of any infractions.

H.15.1.2.4 Failure of the Contractor to review and certify that all employees previously employed by another security agency and received that other security agency's pre-assignment training meet the requirements described in C.13.2.1.1 and C.13.2.2.1. Violations of this section will result in the Contractor being assessed a monetary adjustment of one hundred dollars (\$100) per employee [C.13.3.1].

- H.15.1.2.5** Violations of any other training mandates not listed in Sections **H.15.1.2.1** through **H.15.1.2.4** will result in the Contractor being assessed a monetary adjustment of one hundred dollars (\$100) per employee/incident [**C.13.5.4**].
- H.15.1.2.6** Violations of any firearm training mandates will result in the Contractor being assessed a monetary adjustment of two hundred dollars (\$200) per employee/incident [**C.15.4**].
- H.15.1.2.7** Violations of any On-the-Job (OJT) or Job [Site] Orientation training mandates will result in the Contractor being assessed a monetary adjustment of one hundred dollars (\$100) per employee [**C.16.2.3**].
- H.15.1.2.8** Violations of utilizing certified instructors, as required by regulation or this contract, in addition to (re)conducting the training with the required certified trainer, at no additional cost to the Government, the Contractor will be assessed a monetary adjustment of one hundred dollars (\$100) per affected employee [**C.13.5.2.1**].

H.15.1.3 Liquidated Damages Related to Administrative Functions

- H.15.1.3.1** Failure to maintain medical files and provide all employee names and documentation of mandated drug testing to PSD, upon request, for each Security Officer (SO) and Special Police Officer (SPO) working under the contract as set forth in Section **C.17.2.2**, shall result in the Contractor being assessed a monetary adjustment of two hundred and fifty dollars (\$250) per incident.
- H.15.1.3.2** Failure to provide Contract Security Administrative Support (Project Manager) as set forth and detailed in Section **C.6.1** shall result in the Contractor being assessed a monetary adjustment of two hundred and fifty dollars (\$250) per incident.
- H.15.1.3.3** Failure to provide any required personnel and hours of coverage for the contract as set forth and detailed in Section **H.14** shall result in the Contractor being assessed a monetary adjustment of five hundred dollars (\$500) per day per staff person not provided.
- H.15.1.3.4** Failure of the Contractor's PM (or other officially designated personnel) to attend weekly meetings with the COTR as set forth and detailed in Sections **C.22.1** and **C.23.4** shall result in the Contractor being assessed a monetary adjustment of one hundred dollars (\$100) per incident.
- H.15.1.3.5** Failure of the Contractor to provide staffing to cover all posts and duty hours as outlined in Section **J.1.1**, as amended, to ensure that no employee of the

Contractor shall provide more than twelve (12) hours of service on one (1) or more contracts in a twenty-four (24) hour period, unless the work periods are separated by an eight (8) hour non-duty period. (This limitation may be waived, in writing, by the COTR in situations deemed to constitute an emergency, e.g., severe weather, civil disturbance, or other unusual events.). In the absence of a written confirmation of a waiver from the COTR for each instance, the Contractor will be assessed a monetary adjustment of one hundred dollars (\$100) per hour for every hour over the twelve (12) hour limit, per employee per shift [C.6.2].

- H.15.1.3.6** Activity Log Books are the property of the District of Columbia and are subject to administrative audits and the provisions of the Freedom of Information Act (FOIA), as amended [C.2.8]. Failure of Contractor employees to properly annotate and maintain Activity Log Books at all facilities/posts will result in the Contractor being assessed a monetary adjustment of fifty dollars (\$50) per failed entry [C.6.2.1 through C.6.2.3 and C.20.4].
- H.15.1.3.7** The Contractor is reminded that false or fraudulent entries into, or the willful destruction of Activity Log Books, Post Orders, or any other Government equipment may result in criminal prosecution and will cause the offending employee to be permanently and immediately released from this contract [C.6.2.4].
- H.15.1.3.8** All violations of Section C.6.4 (i-iv) will be memorialized as a liquidated contract failure (non-compliance) and the Contractor will be assessed a monetary adjustment of one hundred dollars (\$100) per hour, per employee. The offending employee shall not be allowed to continue work on the contract until written proof of minimum eligibility has been submitted and approved by the COTR.
- H.15.1.3.9** *Continued and sustained violations* of Section C.6.4 (i-iv) will be considered a *material breach* of this contract and may result in the Contractor being replaced.
- H.15.1.3.10** Failure of the Contractor to provide Relief Officers [C.3.23] to relieve other security employees at their assigned posts for rest/lunch breaks as detailed in Section C.6.7 will result in the Contractor being assessed a monetary adjustment of fifty dollars (\$50) per failed break.
- H.15.1.3.11** Failure to maintain format and content of all personnel and training files for required documentation necessary to validate the qualifications, licensing and evidence of required training for each of the Contractor's employees to perform under the contract as set forth in Section C.17 shall result in the

Contractor being assessed a monetary adjustment of one hundred dollars (\$100) per employee/incident.

- H.15.1.3.12** Violations of employee/Contractor investigative cooperation as detailed in sections **C.21.1** and **C.21.2**, will result in the Contractor being assessed a monetary adjustment of fifty dollars (\$50) for each incident [**C.21.3**].

H.15.1.4 Liquidated Damages Related to Contract Deliverable Violations

- H.15.1.4.1** Failure of the Contractor to provide any report as set forth in Section **F.3 (Deliverables)** will result in the Contractor being assessed a monetary adjustment of two hundred and fifty (\$250) per incident. This monetary adjustment in no way alleviates the Contractor's requirement to submit deliverables as required by the contract.

- H.15.1.4.2** Failure to submit Incident Report Form(s) on the effective date as set forth in this contract, or upon request by the COTR, shall result in the Contractor being assessed a monetary adjustment of fifty dollars (\$50) per twenty four (24) hour period of delay.

H.15.2 Notification and Application of Liquidated Damages/Monetary Adjustments

- H.15.2.1** Notification of Liquidated Damages/Monetary Adjustments

- H.15.2.1.1** The COTR, or his/her designee, shall review reports and notify the Contractor, in writing, within three (3) business days of the event/incident that is the subject of the discrepancy (liquidation).

- H.15.2.1.2** The Contractor has ten (10) calendar days from receipt to appeal, refute, dispute, or explain all reported discrepancies, in writing, to the Contract Administrator (CA). If the Contractor fails to respond to the notification, the liquidated damages/monetary adjustment will be considered sustained and the monetary adjustment will be automatically applied.

- H.15.2.1.3** The CA shall investigate all appealed, refuted, disputed, or explained liquidation reports returned from the Contractor and provide a recommendation (based on the Contractor's response) to the Associate Director for Security for PSD.

- H.15.2.1.4** The Associate Director for Security, PSD shall render the final determination for all liquidated damages/monetary adjustments under this contract.

- H.15.2.1.5** Three (3) sustained liquidated damages/monetary adjustments [H.15.1] assessments shall constitute “*continued and sustained violations*” for failure to supply contracted services at any location and the Contracting Officer (CO) may remove that location from the Contractor’s list of locations and either undertake to provide security services at that location directly, or reassign responsibility (and assets) for that location to another Contractor.
- H.15.2.1.6** Sustained liquidated damages/monetary adjustments will be considered in the Contractor’s annual performance evaluation.

H.16 BOND REQUIREMENTS

- H.16.1** The Contractor shall provide a bid bond along with the proposal in the amount of \$50,000.00 and shall maintain the bid bond until notification of contract award.
- H.16.2** The Contractor upon entering into a contract with the District shall obtain a performance bond in the amount of one million dollars (\$1,000,000). The Contractor shall submit the performance bond to the Contracting officer within ten (10) calendar days of contract award.
- H.16.3** The Contractor shall obtain the bid bond and performance bond from a surety in accordance with. Title 27 DCMR, Chapter 47, §4736. The bond shall be in the form of a certified check or irrevocable letter of credit issued by an insured financial institution in the equivalent amount of the security; or from the United States government securities that are assigned to the District which pledge the full faith and credit of the United States.

SECTION I CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts, dated January 2016 (“SCP”) are incorporated as part of the contract. The SCP is available at:
Standard Contract Provisions (January 2016)

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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.4 TIME

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

I.5 RIGHTS IN DATA

I.5.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or

computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.5.3** The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor, hereby acknowledges that all data, including, without limitation, computer program codes, produced by the Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to.

I.5.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District.

I.5.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative.

I.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.5.7 The restricted rights set forth in section **I.5.6** are of no effect unless:

(i) The data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____ with (Contractor's Name); and

(ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

I.5.8 In addition to the rights granted in Section **I.5.6** above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section **I.5.6** above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract, any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

- I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, **I.5, Rights in Data**, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- I.5.10** For all computer software furnished to the District with the rights specified in Section **I.5.5**, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section **I.5.5**. For all computer software furnished to the District with the restricted rights specified in Section **I.5.6**, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses:
- (i) For violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or
 - (ii) Based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.5.13** Paragraphs **I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12** above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the 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 subcontractor's work and services required hereunder.

I.8 INSURANCE

I.8.1 GENERAL REQUIREMENTS

The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the 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-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

I.8.1.1 Commercial General Liability Insurance

The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1 million per occurrence limits; \$2 million aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent Contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

I.8.1.2 Automobile Liability Insurance

The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1 million per occurrence combined single limit for bodily injury and property damage.

I.8.1.3 Workers' Compensation Insurance

The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

I.8.1.4 Employer's Liability Insurance

The Contractor shall provide employer's liability insurance as follows: \$1 million per accident for injury; \$1 million per employee for disease; and \$1 million for policy disease limit.

I.8.1.5 Umbrella or Excess Liability Insurance

The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$5 million per occurrence, including the District of Columbia as additional insured.

I.8.1.6 Crime Insurance (3rd Party Indemnity)

The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District. The policy shall provide a limit of \$1 million per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their

interests may appear.

I.8.1.7 Sexual/Physical Abuse & Molestation

The Contractor shall provide evidence satisfactory to the Contracting Officer (CO) with respect to the services performed that it carries \$1 million per occurrence limits; \$2 million aggregate. The policy coverage shall include the District of Columbia as an additional insured. This insurance requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.

I.8.1.8 Environmental Liability Insurance.

The Contractor shall provide a policy to cover costs associated with bodily injury, property damage and remediation expenses associated with pollution incidents including, but not limited to; mold; asbestos; or lead removal. The policy shall provide a minimum of \$1 million in coverage per incident and \$1 million aggregate.

I.8.1.9 Employment Practices Liability.

The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of employment-related claims which the District of Columbia would be named as a co-defendant in claims arising from: Discrimination; Sexual Harassment; Wrongful Termination; or Workplace Torts. This policy shall include the Client Company Endorsement for Temporary Help Firms and the Independent Contractor's Endorsement. The policy shall provide limits of \$2 million for each wrongful act and \$2 million annual aggregate for each wrongful act. The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

I.8.2 DURATION

The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.

I.8.3 LIABILITY

These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN**

ANY WAY LIMIT THE CONTRACTOR 'S LIABILITY UNDER THIS CONTRACT.

I.8.4 CONTRACTOR'S PROPERTY

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

I.8.5 MEASURE OF PAYMENT

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

I.8.6 NOTIFICATION

The Contractor shall immediately provide the Contracting Officer (CO) with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.

I.8.7 CERTIFICATES OF INSURANCE

The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work on the contract. Evidence of insurance shall be submitted to:

George G. Lewis, CPPO
Interim Associate Director of Contracts & Procurement
Department of General Services (DGS)
2000 14th Street, Northwest - 8^h Floor
Washington, D.C. 20009
202-478-5727: Telephone

I.8.8 DISCLOSURE OF INFORMATION

The Contractor agrees that the District may disclose the name and contact information of its insurers to any third (3rd) party which presents a claim against the District for any damages or claims resulting from or arising out of

work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity (EEO) Policy Statement and Equal Employment Opportunity Employer Information Report are incorporated herein as **Section J.3**. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 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. Standard Contract Provisions (SCP)
4. Contract attachments, other than the Standard Contract Provisions
5. Request for Proposal (RFP), as amended
6. Best and Final Offer, as applicable
7. Proposal

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

Any contract in excess of one (1) million dollars (\$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 Officer (CO).

I.12 GOVERNING LAW

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

I.13 CONTINUITY OF SERVICES

- I.13.1** The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District or another Contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:
- I.13.1.1** Furnish phase-out, phase-in (transition) training; and
 - I.13.1.2** Exercise its best efforts and cooperation to effect an *orderly and efficient* transition to a successor.
- I.13.2** The Contractor shall, upon the Contracting Officer's written notice:
- I.13.2.1** Furnish phase-in, phase-out services for up to ninety (90) days after this contract expires; and
 - I.13.2.2** Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval.
- I.13.3** The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- I.13.4** The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- I.13.5** Only in accordance with a modification issued by the Contracting Officer, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a *pro rata* portion of the fee (profit) under this contract.

I.14**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 Request for Proposal (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.

SECTION J ATTACHMENTS

The following list of attachments is incorporated into the solicitation by reference.

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (January 2016)
J.1.1	Schedule of Security Services & Locations, Sectors 1 and 3.
J.2	U.S. Department of Labor Wage Determination: 2015-4281 Revision No. 3, Dated April 8, 2016 http://www.wdol.gov/wdol/scafiles/std/15-4281.txt?v=3
J.3	RESERVED
J.4	Department of Employment Services First Source Employment Agreement
J.5	Living Wage Notice
J.6	Living Wage Fact Sheet
J.7	Equal Employment Opportunity Statement https://www.eeoc.gov/employers/upload/poster_screen_reader_optimized.pdf
J.8	Subcontracting Plan
J.9	Bid Bond
J.10	Technical and Price Proposals
J.11	Collective Bargaining Agreement (CBA) for Security Guards (SEIU, Local 32BJ)
J.12	Bidder Offeror Certification
J.13	Tax Affidavit

Attachment Number	Document
J.14	Award/Contract Signature Page

**SECTION K
REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS**

Please see "Bidder/Offeror Certification form (Attachment J.12).

SECTION L ADMINISTRATIVE ISSUANCES

L.1 CONTRACT AWARD

L.1.1 MOST ADVANTAGEOUS TO THE DISTRICT

The District intends to award a contract resulting from this solicitation to the responsible Offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 INITIAL OFFERS

The District may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint of cost or price, technical and other factors.

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original and six (6) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be type written in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. DCAM-17-NC-0007" "City Wide Security Guard Services Sectors 1 and 3".

Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The offeror shall respond to each factor in a way that will allow the District to evaluate the offeror's response. The Offeror shall submit the information in a clear, concise, factual and logical manner, providing a comprehensive description of program services and service delivery. The information requested below for the technical proposal shall permit evaluation and best value source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the offeror's ability to meet the requirements in the statement of work.

Proposals shall include a table of contents with a detailed listing of information presented in the Contractor's proposal and each page shall be numbered. Each Offeror shall provide a summary of no more than three pages of the information contained in the following sections.

L.3 EXECUTIVE SUMMARY

- L.3.1** This section shall contain an introduction outlining the offeror's overall technical approach to fulfill the requirement of the contract. This statement should refer to work to be performed as set forth in Section C, Specifications/Statement of Work and describe how the work will be accomplished in sufficient detail to permit the District to evaluate it in accordance with Section M, Evaluation criteria. Your response to the District's RFP shall demonstrate how your company can assist the District in meeting these objectives with an emphasis on staffing of personnel and customer service.

L.4 GENERAL FIRM INFORMATION AND DATA

Each offeror shall provide the following information:

- L.4.1** Names(s), address(s), and role(s) of firm (including any sub-contractors).

- L.4.2** Firm profile(s), including:

- i. Age
- ii. Firm history(ies)
- iii. Firm size(s)
- iv. Areas of specialty/concentration
- v. Current firm workload(s) projected over the next year.
- vi. Provide a list of any contracts held by the Offeror where the contract was per terminated (either for default or convenience). This list should also identify any contracts that resulted in litigation or arbitration between the Owner and Offeror. If the Offeror has multiple offices, only contracts held by the office submitting the proposal need be listed.

L.5 MANAGEMENT PLAN

Submit a detailed Management Plan that at a minimum outlines the following:

- L.5.1** Describe the qualification the offeror requires for personnel who will be assigned to this contract to provide security guard services.

- L.5.2** Provide a description of the training program/methodology used to train security guard personnel. Include a list of training topics and number of hours for each training topic to include competencies, task, evaluations and performance.
- L.5.3** Provide a description, including photograph, of uniform items to be worn by security guard personnel.
- L.5.4** Provide a description of ability to provide security guard services at scheduled times and locations 24 hours a day, every day of the year, and on an on-call basis.
- L.5.5** Provide detail on how post will be staffed in the event a scheduled officer does not report for his/her assigned shift.
- L.5.6** Provide a description of the size of security staff and capability to respond to a request for emergency short term coverage, with an example of an emergency response by the company.
- L.5.7** *Provide in detail a listing of additional security guards in excess of the allowable amounts to staff post at each site.*

L.6 EXPERIENCE OF PROPOSED KEY PERSONNEL

- L.6.1** The District considers the following positions to be key personnel for this contract: Senior Level Managers, Administrators and Supervisors.
- L.6.2** The Offeror shall set forth in its proposal, the names and reporting relationships of the key personnel the Offeror will use to perform the work under the proposed contract. Their resumes shall be included in the proposal.
- L.6.3** **Provide a detail description of the following:**
- i. Identification of the single point of contact for the Contractor.
 - ii. Provide the names and resumes of key personnel who will be assigned oversight of this contract and his/her qualifications, recent experience or past performance, in managing security guard contracts of comparable size and scope.
 - iii. Include an organizational chart showing the personnel responsible for the management and supervision of the contract.
 - iv. Provide a description of local office support (i.e. hours of operation, on-call staff, and location, etc.).

L.7 BUSINESS REFERENCES

- L.7.1** Submit a minimum of three (3) references from past and current contracts that would illustrate Offeror's ability to perform and deliver the security services required, including Name of Contractor, Location of Contractor or contract name and phone , term of contract and annual dollar amount of contract.

L.8 PRICE PROPOSAL

The Offeror shall submit its price proposal for the base and option years in a format substantially similar to Section B.4 Price Schedule, pages 3 -7.

Proposals must be submitted no later than 12:00pm local time on December 8, 2016. Proposals, modifications to proposal, or request for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a) The proposal or modification was sent by registered or certified mail not later than fifth (day before the date specified for receipt of Offers;
- b) The proposal or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- c) The proposal is the only proposal received.

L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.3.1 PROPOSAL SUBMISSION

Proposals must be submitted no later than **12:00 pm EST on December 8, 2016**. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
- (b) The proposal or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or

(c) The proposal is the only proposal received.

L.3.2 Withdrawal or Modification of Proposals

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date and time for receipt of proposals.

L.3.3 Postmarks

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

L.3.4 Late Modifications

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

L.3.5 Late Proposals

A late proposal, late modification or late request for withdrawal of a proposal that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful proposals resulting from this solicitation.

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than 3:00P.M. on **November 28, 2016**. The District will furnish responses promptly to all prospective offerors. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral

explanations or instructions given by District officials before the award of the contract will not be binding.

L.5 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the CO, specified in Section G.7, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the CO of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the CO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.6.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

L.6.2 Mark each sheet of data it wishes to restrict with the following legend:

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

L.7 PROPOSALS WITH OPTION YEARS

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

L.8 PROPOSAL PROTESTS

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

L.9 SIGNING OF OFFERS

The offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.10 UNNECESSARILY ELABORATE PROPOSALS

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

L.11 RETENTION OF PROPOSALS

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

L.12 PROPOSAL COSTS

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

L.13 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

In addition to other proposal submission requirements, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code §2-534, in order for the District to comply with §2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under §2-534(a)(1).

L.14 RESERVED

L.15 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter, telegram or e-mail from an authorized negotiator. The District must receive the acknowledgment by the date and time specified for receipt of proposals. An offeror's failure to acknowledge an amendment may result in rejection of its offer.

L.16 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the CO determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify contractor selection and award based on the best and final offers received. If discussions are reopened, the CO shall issue an additional request for best and final offers to all offerors still within the competitive range.

L.17 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

- L.17.1** Name, address, telephone number and federal tax identification number of offeror;

L.17.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

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

L.18 FAMILIARIZATION WITH CONDITIONS

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

L.19 GENERAL STANDARDS OF RESPONSIBILITY

The prospective contractor must demonstrate to the satisfaction of the District its capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit the documentation listed below, within five (5) days of the request by the District.

L.19.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.19.2 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

L.19.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.19.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.

- L.19.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.19.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.19.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.19.8** If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or 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 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on **November 15, 2016 at 10:00 AM (EST)** at **Reeves Center 2000 14th Street NW, 2nd Floor Community Room, Washington DC 20009**. Prospective Offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose for the conference is to provide a structured and formal opportunity for the District to accept questions from Offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending Offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the Department's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than **November 28, 2016** in order to generate an official answer. Official answers will be posted on the DGS website at www.dgs.dc.gov via an addendum to the RFP.

SECTION M EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

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

M.2 TECHNICAL RATING

M.2.1 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 factor.
1	Poor	- Marginally meets minimum requirements; major deficiencies
2	Minimally Acceptable	- Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	- Meets requirements and exceeds some requirements; no deficiencies.
4	Good	- Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	- Exceeds most, if not all requirements; no deficiencies.

M.2.2 The technical rating is a weighing mechanism that will be applied to the point value for each evaluation factor to determine the offeror's 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 (Up to 40 Points).

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 or plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

M.3 EVALUATION CRITERIA

Proposal will be evaluated based on the following evaluation factors:

Management Plan	20 points
Experience of Proposed Key Personnel	20 points
Business References	20 points
Price	40 points

Preference Points Awarded Pursuant to Section M.5.2

(12 Points Maximum)

TOTAL POINTS

(112 Points Maximum)

M.3.1 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:

Lowest price proposal

-----x weight = Evaluated price score
Price of proposal being evaluated

M.4 EVALUATION OF OPTION YEARS

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

M.5 PREFERENCES FOR CERTIFIED SMALL BUSINESS ENTERPRISES

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005", as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

M.5.1 APPLICATION OF PREFERENCES

For evaluation purposes, the allowable preferences under the Act for this procurement shall be applicable to prime contractors as follows:

- M.5.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).
- M.5.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.
- M.5.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.
- M.5.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.

M.5.1.5 Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.

M.5.1.6 Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.

M.5.1.7 Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.

M.5.1.8 Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

M.5.2 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.5.3 PREFERENCES FOR CERTIFIED JOINT VENTURES

When DSLBD certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.5.4 VERIFICATION OF OFFEROR'S CERTIFICATION AS A CERTIFIED SMALL BUSINESS ENTERPRISE

M.5.4.1 Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The contracting officer will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any documentation regarding its certification as a certified small business enterprise.

M.5.4.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: SBE Certification Program
441 Fourth Street, NW, Suite 970N
Washington, D.C. 20001

M.5.4.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.61 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the Offeror.

M.5.2 In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.