



DEPARTMENT OF GENERAL SERVICES



D.C. DEPARTMENT OF GENERAL SERVICES

REQUEST FOR PROPOSALS

**SECURITY GUARD SERVICES
“Set-Aside for CBE Participation Only”**

Issue Date: June 17, 2014

Pre-Proposal Conference: June 19th, 2014 at 3:30p.m. EST

**Frank D. Reeves Center
2nd Floor Community Room
2000 14th Street, NW
Washington, DC 20009**

Proposal Due Date: July 9, 2014 by 2:00 p.m. EST

Delivery of Proposals: Department of General Services
Contracts & Procurement Division
2000 14th Street NW - 8th Floor
Washington, DC 20009

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Solicitation Number: DCAM-14-NC-0132

EXECUTIVE SUMMARY

The Department of General Services (“Department” or “DGS”) is issuing this Request for Proposals (“RFP”) to engage a contractor to provide Security Guard services including all labor, materials, equipment, dedicated vehicles, management, recordkeeping, reporting and other services necessary to successfully perform guard services for various District Government (the “District”) leased or owned facilities.

This procurement is being set aside in the Sheltered Market and only CBE’s that are certified at the time of submission are eligible to participate. Bidders must be certified under NIGP Code 990-46-00, Guard and Security Services, by the District’s Department of Small and Local Business Development (DSLBD).

The period of performance of this contract is one Base Year with four (4) one (1) year option periods.

A.1 Type of Contract

The Contractor will be awarded a Fixed Hourly Rate contract.

A.2 Compensation

As stated in Section A.1 above, the Contractor will be awarded a Fixed Hourly Rate contract. Therefore, the Contractor’s proposed loaded rates shall be adequate to cover its expenses for such categories as, but not limited to: labor, transportation, vehicles overhead, insurance, and profit.

A.3 Form of Contract

The Form of Contract will be issued by addendum to this RFP. Offerors shall carefully review the Form of Contract when submitting their proposal. To the extent there are any inconsistencies between this RFP and the Form of Contract, the Form of Contract shall prevail. Offerors are further advised that they are required to submit their proposal premised upon entering into a contract that is substantially similar to the Form of Contract and that any proposed changes to the Form of Contract must be clearly identified and described in their proposal. A proposal that fails to specifically identify and describe the requested changes shall be deemed non-responsive and will not be considered for award.

A.4 Selection Criteria

Proposals will be evaluated in accordance with **Part E** of this RFP. The following evaluation criteria will be used:

- Experience & References (50)
- Management Plan & Technical Approach (25)
- Price (25 points)

A.5 Procurement Schedule

The schedule for this procurement is as follows:

- Issue RFP - June 17, 2014
- Pre-proposal Conference - June 19, 2014
- Last Day for Questions/Clarifications - June 25, 2014
- Proposals Due - July 9, 2014

A.6 Attachments

Attachment A	Form of Contract issued by Addendum
Attachment B	Bid Form
Attachment C	Disclosure Statement
Attachment D	Tax Affidavit
Attachment E	First Source Employment Agreement
Attachment F	Standard Contract Provisions
Attachment G	2014 Living Wage Act
Attachment H	U.S. Department of Labor Wage Determination Schedule
Attachment I	Past Performance Evaluation Sheet
Attachment J	List of Locations

SECTION B: STATEMENT OF WORK

B.1 Introduction

The District Government's Department of General Services ("DGS"), on behalf of the Protective Services Division ("PSD") is seeking a highly skilled and technically proficient Security Guard Services Contractor to provide qualified personnel to protect persons and property at various District leased and/or owned facilities. The Contractor shall provide all training and equipment, unless provided by the District, along with all supplies, licenses, permits, certificates, insurance, pre-employment screenings, reports and files necessary to provide any and all security services as described in this section.

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 is listed in Attachment J.

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

The duties for each assigned post will include Post Orders that have performance requirements of that particular duty station. The Contractor shall ensure Post Orders are adhered to at all times. Any deviation from the Post Orders requires a written confirmation of permission from the Contracting Officer's Technical Representative (COTR). In general the Contractor shall provide, operate, manage, and maintain a uniformed protective security force for the physical protection of the District Government's leased and/or owned facilities in Washington, D.C.

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

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

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

B.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. The following documents and any subsequent revisions are relevant to this procurement and are hereby incorporated by this reference.

#	TYPE	TITLE	DATE/ VERSION
1	D.C. Municipal Regulations	District of Columbia Municipal Regulations, Title 6A, Chapter 6-A11 http://os.dc.gov/os/cwp/view.a.1207.q.639817.asp	June 2007
2	D.C. Law	Council of the District of Columbia, "Enhanced Professional Security Amendment Act of 2006" http://www.dccouncil.us/images/0001/20080122101252.pdf	Most Recent
3	D.C. Municipal Regulations	Special Police Officer's Commission DC Police Department – Security Officer's Management Branch (SOMB), which utilizes District of Columbia Municipal Regulations, Title 6A, Chapter 11 http://os.dc.gov/os/cwp/view.a.1207.q.639817.asp	Most Recent
4	D.C. Municipal Regulations	District of Columbia Municipal Regulations, Title 5, Chapter 2503 http://os.dc.gov/os/cwp/view.a.1207.q.639817.asp	Most Recent
5		DC Accrued Sick and Safe Leave Regulations Title 7-32	Most Recent

B.3 **Definitions**

The terms when used in this contract have the following meaning:

B.3.1 **Security Guard (Guard I 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 (B.14). Duties shall include, but not be limited to serving at a fixed post, making rounds on foot or by motor vehicle, escorting persons on government-owned and leased property, screening persons and identification/credentials as well as screening packages and other items both electronically and physically, helping District employees and other persons inside the facility by answering questions and providing directions when necessary. Guards shall also successfully complete the required Basic Training courses and any other requirements mandated by governing guidelines within the District of Columbia. (See Section B.15).

Guards may be armed with police batons and shall be trained in their proper use. At no time shall a security guard be required to carry any other weapon, search or detain personnel or affect an arrest.

B.3.2 **Commissioned Special Police Officer, Unarmed (Guard II Unarmed)** – In addition to the duties performed by Guard I employees, Commissioned Special Police Officer (unarmed employees), shall possess arrest powers and be trained in the use of police batons, self-protection techniques, patrol procedures and burglary prevention. Special Police Officers also shall meet and maintain a current commission as stipulated in the most recent version of the District of Columbia Municipal Regulations, Title 6A, and the Enhanced Professional Security Amendment of 2006, throughout the contract period.

B.3.3 **Commissioned Special Police Officer, Armed (Guard II Armed)** – Shall include all of the requirements listed for Guard II, above, and shall also be trained and certified in the use of firearms, (to include use of force).

B.3.4 **Command and Control Center (CCC)** -The CCC is designated as the 24 hour PSD Command Center located at the John A. Wilson Building 1350 Pennsylvania Avenue, NW, Washington, DC 20044, and/or 64 New York Avenue, NE, Washington DC 20002

B.3.5 **Will Call Posts** – Posts that are not covered by contract employees on a regular basis (See paragraph B.12).

- B.3.6** **Quality Control Plan (QCP)** – a plan to insure that quality of service for all requirements of the contract are maintained and the standards of service are at the agreed upon level.
- B.3.7** **Quality Control Monitor (QCM)** - used to insure the QCP is maintained and may include but are not limited to penetration tests, random visits, and audits. These may be performed by both representatives of the COTR or representatives of the Contractor.
- B.3.8** **Transition Period** –The time period from contract award through fifteen (15) days thereafter that the Contractor will have to transition employees into the new contract.
- B.3.9** **SOMB** - The Metropolitan Police Department’s Security Officer Management Branch.
- B.3.10** **DCRA** - Department of Consumer and Regulatory Affairs
- B.3.11** **PSD** - The Protective Services Division. (PSD)
- B.3.12** **Temporarily Assigned Staff (TAS)** - a security officer assigned to cover “Will Call” posts and to fill posts for absent employees.
- B.4** **Transition Plan**
- B.4.1** The Contractor shall provide a Transition Plan (the “Plan”) to the (COTR) within five (5) working days after contract award. The Plan shall detail how the Contractor will conduct a smooth and orderly transition from the current/incumbent service provider or to a new Contractor. The transition’s “Phase-In and/or Phase-Out” plan shall be completed within fifteen (15) days of contract award.
- B.4.2** The Contractor shall not disrupt official Government business or in any way interfere with the assigned duties of a predecessor’s Contractor’s employees. The Plan shall also include, at a minimum, the following:
- B.4.2.1** A Staffing Plan (including current staff, recruitment plan and plan for establishing a reserve force for absences and “Will Call” posts),
- B.4.2.2** Equipment Inventory and Maintenance Plan,

- B.4.2.3 Training Plan (including curriculum, training schedules, and continuous learning requirements of employees),
- B.4.2.4 A Quality Assurance Inspection Plan specifically designed to test the Contractor employees' security detection and proper use of electronic detection equipment. The Plan may include items such as inspections of equipment, uniforms and appearance. It may also include attendance and sign in/out procedures, knowledge of and adherence to Post Orders, knowledge and adherence to screening equipment operating procedures, possession of training certifications- and overall contract performance.

B.5 Government Responsibilities

B.5.1 The Government will furnish the following:

B.5.1.1 Electrical and mechanical equipment where installed, such as alarm and surveillance systems, hand wand metal detectors, X-Ray systems, and portable radios (hand-held).

B.5.1.2 Repair and maintenance of equipment listed in the above paragraph.

B.5.1.3 An "*Activity Log Book*" shall be furnished by the COTR and shall be maintained by the Contractor on site at central control point(s). It shall also contain complete duty instructions for all posts involved. This includes instructions for emergency procedures, Occupancy Emergency/Evacuation Procedures, and specific Post Orders for each facility.

A separate loose-leaf binder titled "*Post Orders*" shall be furnished by the COTR and maintained by the Contractor. The Post Orders shall also contain special duty instructions pertinent to that specific post.

The "*Activity Log Book*" and "*Post Orders*" shall not be removed, reproduced, or copied in any manner unless properly authorized, in writing by the COTR. Also, the Contractor shall notify the COTR if the Post Orders have been lost, damaged or destroyed and shall replace the Post Order(s) with 24 hours of its demise or loss.

B.5.1.4 Desk telephones deemed necessary by the District to conduct official Government business under this contract.

B.5.1.5 Guard office, locker space, locker and office equipment as deemed necessary by the District.

B.5.1.6 All administrative forms prescribed for use by the Contractor's employees.

B.6 **Contractor's Tasks**

B.6.1 The Contractor shall monitor the security services provided by conducting random quality assurance inspections of all guards and posts. Three (3) PSD quality assurance failures, (See B.34.4 through B.34.9), occurring within any six (6) month period at the same facility, will be considered a material breach of this contract. Upon such breach, the COTR may, at his sole discretion, remove the Contractor from the facility, either temporally or permanently, and/or replace the Contractor with another Contractor, or other PSD Personnel.

B.6.2 The District will designate a COTR, (See Section 4.1 of the Attachment A) to monitor the Contractor's performance. The COTR or designated Points of Contact at each location will provide Post Orders to the Contractor upon initial assignment of its employees and whenever he Post Orders is amended.

Post Orders shall be used by Contractor employees as required procedures to address specific security concerns at a particular facility. The COTR may modify, amend, or revise the Post Orders to change shift duties, start and stop times, and post locations provided the change is within the scope of the current contract and does not require a written modification.

B.6.3 The Contractor shall prevent and report any and all safety and security risks to the COTR / (PSD's Communication Center) or his/her designated Point(s) of Contact (POC). Risk may include, but are not limited to damage, pilferage, removal, misuse, larceny, theft, or any other improper or unlawful threats, or disposition of, District or personal property.

B.6.4 The Contractor shall control entry and egress access by screening persons and packages. The Contractor shall verify identification/credentials coming into and going out of District Government buildings to ensure that no unauthorized or illegal property is brought into or removed from such locations.

B.6.5 The Contractor shall provide protection and security services, which may include escorting staff members and visitors throughout the government facility when necessary.

B.6.6 The Contractor shall ensure that all Contractor personnel are in full uniform and ready to begin work promptly at the start of the work shift and remain on the job in full uniform at their assigned posts until the end of the full tour of duty or until properly relieved.

B.6.7 The Contractor shall respond as necessary to support other life safety duties as identified in Post Orders and Standard Operating Procedures.

B.6.8 The Contractor shall assist with incident investigations.

B.6.9 The Contractor shall report immediately to the COTR / PSD's Communication Center or Building Manager all potentially hazardous conditions and items in need of repair, such as inoperative lights, locks, security hardware, broken or slippery floor surfaces, and blocked emergency routes or exits.

B.6.10 The Contractor shall provide assistance as directed by the COTR / (PSD's Communication' Center) in any other emergency incident or situation.

B.6.11 Guards, who have placed an individual under arrest, must immediately alert his/her supervisor and the PSD Headquarters Desk Operation Center, and the Metropolitan Police Department (MPD) of the District of Columbia. Guards must also request transportation support to a MPD facility for processing when necessary.

B.7 **Staffing and Post Assignments**

B.7.1 The Contractor shall assign a Project Manager (PM) to be responsible for the coordination and completion of all contract administration and reporting required under this contract. The PM shall be able to communicate in English, demonstrate proficiency with a computer and basic computer applications such as Microsoft Office. The PM shall possess a working knowledge of security procedures, have the authority to assign and reassign Contractor personnel and be available for consultation by telephone or text messaging at all times. The PM shall also be available for meetings and/or consultations 24 hours a day, seven (7) days a week. The PM shall also ensure that all calls or requests received from the COTR are responded to within ten (10) minutes.

B.7.2 The Contractor shall provide manpower to cover all posts and duty hours. No employee of the Contractor shall provide more than twelve (12) hours of service on one (1) or more PSD contracts in a twenty-four (24) hour period unless the work periods are separated by an eight (8) hour non-duty periods. This limitation may be waived by the COTR if there is an emergency, severe weather, civil disturbance, or other unusual events. The Contractor shall obtain written confirmation of a waiver from the COTR for each instance.

- B.7.3** The Contractor shall only assign employees, who meet the minimum qualifications as outlined below;
- (i) Have received the minimum training specified in paragraph B.16 and if armed, section B.17;
 - (ii) Have received orientation as specified in section B.18; and
 - (iii) Have received their valid commissions or certifications, proper uniforms, and the equipment required to perform as defined in the contract.
- B.7.4** The Contractor's employees shall report for duty on time, in full uniform as described in Section B.20 and equipped with all the necessary security equipment mandated herein and as designated by the Post Orders. Any employee violating this section shall be removed from his/her post until they are in compliance with the terms of this section. The Contractor will also be liable for liquidated damages (See B.34).
- B.7.5** The Contractor shall ensure that, immediately upon reporting to a facility for duty, each employee records their name, the date and time of arrival in the Activity Log Book. Also, at the end of the tour, each employee shall record the time of departure in the same log book that they signed upon arrival. Finally, the Contractor shall ensure that employees also record in the log book, any equipment received on post and any reports/incidents passed down on their tour of duty. In the event that the PSD implements an automated or electronic system to replace the Log Book, the Contractor's employees shall utilize this new process instead.
- B.7.6** In order to cover for employees who are late reporting for work or who cannot report due to sickness or personal emergency, the Contractor shall provide a number of employees greater than that required for full staffing of all assigned work locations, and hold these in reserve to substitute for employees who call in late or who fail to report for duty. Initially this oversupply shall be set at a minimum of ten (10) percent of the total number of guards per shift; this percentage may be adjusted in consultation with the COTR as necessary during the term of the contract. Failure to comply with this clause, or when a lapse in coverage occurs, will result in the Contractor being liable for liquidated damages in accordance with Section B.34.
- B.7.7** If during a site inspection, it is determined that a Contractor's employee assigned to a post does not meet the requirements as outlined in District of Columbia Municipal Regulations, Title 6A of this contract, or the Post Orders, or if a post is otherwise not covered or vacant, the post will be considered unmanned. The COTR will issue a written notification to the Contractor and liquidated damages will be assessed in accordance with Section B.34.

B.7.8 Any requests received by the Contractor's employees to perform duties not requested by the COTR, shall be referred to the COTR or, if after hours, to the PSD, Command and Control Center (CCC) at 202-727-8031. The CCC is located at 1350 Pennsylvania Avenue, NW and/or 64 New York Avenue, NE and is in operation 24 hours a day, seven days a week. If the requests are deemed appropriate, the COTR shall have instructions prepared in writing and forwarded to the PM with the date and time associated with the request and approval. Thereafter, the Contractor shall ensure that the approved request is fulfilled. These requests do not include changes that require written modifications to the contract and prior approval from the Contracting Officer, (e.g. changes that impact quality, quantity, or cost).

B.7.9 The Contractor shall ensure that relief guards relieve other security employees at their assigned posts for breaks. Each security employee shall receive a break of one half-hour (1/2 hour) each day. The relief guard shall have the same qualifications as the guard being temporarily replaced, and shall take full and complete charge of the duties from the employee he or she relieves, including all Post Orders, the Activity Log Book, and any equipment maintained at the post.

B.8 **Additional Guards**

B.8.1 The District Government reserves the right to add additional guards and new locations (or decrease guards and locations) to any City Wide Security services if requirements change. Request for additional security coverage shall be provided in writing (24) hours in advance. The Contractor shall provide the appropriate security personnel within twenty-four (24) hours after receipt of notice for additional guards unless otherwise directed by PSD. This coverage shall be billable at the hourly rates set forth herein.

B.8.2 In deciding the established sector to which new locations may be added the CO shall consider such factors as agency alignments, geographical location of a new facility, size of the sector to which the new location is to be added and number of locations in the sector compared to other sectors. Another factor is the past and existing service performance of the Contractor and the Contractor's resources. Notwithstanding the above, the CO shall add new locations and additional guards based on what is in the best interest of the District.

B.9 **Contractor's Employee's Appearance**

B.9.1 The Contractor's employees shall perform all contract functions in full uniform until the end of their full tour of duty or until properly relieved.

B.9.2 The Contractor shall submit within three (3) days after being requested by the COTR, a copy of its dress code, grooming standards and a recommended Security Officer Management Branch, (SOMB) (DCRA) approved uniform. Suggested uniforms and equipment should include items such as: shirts, trousers, ties, blazers, name tag, gloves, jacket, socks, shoes, handcuffs, flashlights, badges, caps, coats, raincoats, rain boots, belts and other items as deemed necessary by the Contractor. PSD will have the right to approve the uniform.

B.9.3 The Contractor shall furnish and maintain properly fitted uniforms and equipment in accordance with uniform and equipment approval received by Contractor from PSD, COTR, SOMB. Any disagreement regarding application of the standards relating to uniforms and equipment shall be referred to the PSD COTR.

B.10 **Contract Compliance**

B.10.1 The Contractor shall ensure that all management and supervisory personnel fully understand contract compliance requirements and adhere to said requirements.

B.11 **Workforce Scheduling**

B.11.1 All deployment schedules shall be provided to the COTR monthly, and immediately upon posting any changes. PSD/COTR reserves the right to ask for changes in the work schedules at any time with reasonable lead-time (48 hours) for the requested modifications. All schedules, at minimum, must reflect the name, location, and tour of duty for the upcoming month by the 15th of the current month. In addition, the schedule must reflect the breaks and lunch periods for all employees in addition to the name, location and tours of duty for the relief officer(s) who will cover the break for the scheduled tour of duty officer(s).

B.11.2 The Contractor shall provide to the COTR or his/her representative, on a daily basis, certification that all posts are covered by 8:30 a.m.

B.11.3 The Contractor shall maintain Post Orders and Security Orders, including all updates and information required to be inserted in the orders. The Contractor shall update the orders when necessary and provide copies for use by all Contractor employees within (2) two business days of any changes.

B.11.4 At each fixed post, the Contractor shall maintain the Post Orders and Security Orders in a separate loose-leaf binder. The binder will contain only duty instructions pertinent to that specific post. Upon receipt of written approval of PSD, the Contractor shall post proposed changes in the security orders or Post Orders and the updates thereof.

B.11.5 The Contractor shall distribute and abide by the approved orders. Except for emergencies, no deviations from Post Orders shall be made. The Post Orders shall define the basic work to be performed at each post including the exact hours of duty, the time, location, and movements of roving patrol posts, in addition to detailed specific responsibilities for each fixed post.

B.11.6 The Contractor shall provide Temporarily Assigned Staff (TAS) as needed. The COTR will notify the Contractor twenty-four (24) hours in advance if there is a need to increase staffing. However, as few as four (4) hours (or less) notice may be provided in exigent circumstances.

B.12 **Will Call Post**

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

B.13 **Seasonal Posts**

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

B.14 **Minimum Qualifications for Personnel**

B.14.1 The Contractor shall not assign any personnel to this contract that has been convicted of any domestic spouse abuse charge, any felony or misdemeanor, with the exception of minor motor vehicle infractions.

- B.14.2** Contractor's personnel shall have demonstrated a stable employment history; possess superior references; have the ability to successfully perform under duress; excel in oral and written communication skills in the English language; speak articulately; efficiently comply with verbal or written directives; deal diplomatically and compassionately with the public; work with minimum supervision; and have demonstrated the ability to follow directives consistently.
- B.14.3** 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.
- B.14.4** 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 PSD, SOMB certification/commissioning process. The certification is currently performed by SOMB upon initial request for a commission and annually thereafter (Subject to change by MPD 20 Licensing Regulations). The SOMB is located at 2000 14th Street, NW, Washington, DC, 20007.
- B.14.5** Additionally, to be eligible to perform under this contract, employees shall possess the following:
- B.14.5.1** Security Guard - shall possess a high school education or GED and have two (2) years' experience of demonstrated security guard experience.
- B.14.5.2** The ability to meet and deal successfully with the general public and to read, write and speak the English language fluently;
- B.14.5.3** The ability to read, understand, and apply printed rules, detailed orders, instructions, and training materials;
- B.14.5.4** The ability to maintain poise and self-control under duress.
- B.14.5.5** The ability to construct and write clear, concise, accurate and detailed reports in English.

- B.14.5.6** The ability, skill and knowledge to properly utilize X-Ray Machines, Magnetometers, “Wands” and other hand-held electronic detection devices. To detect contraband, weapons and any other illegal, destructive or incendiary devices, whether on the person or secreted within packages, bags, cases or other containers that are carried, possessed or under the control of persons entering the facility to which they are assigned.
- B.14.5.7** Commissioned Special Police Officer, Unarmed – Shall include the qualifications set forth in this section and, in addition, the qualifications stipulated in the most recent version of the District of Columbia Municipal Regulations, Title 6A and the Enhanced Professional Security Amendment Act of 2006 and maintaining a current Commission.
- B.14.5.8** Commissioned Special Police Officer, Armed – Shall include the qualifications listed in this section , and shall be required to be proficient in the use and safe handling of a firearm as evidenced by a valid armed Special Police Officer’s Commission and training documentation provided to the COTR.
- B.14.5.9** **Relief Guards** – Relief guards shall be qualified to relieve Security Guard Unarmed, Commissioned Special Police Officer, Unarmed or Commissioned Special Police Officer, Armed. Minimum Qualifications shall include the qualifications listed in this section, (Section B.14), depending upon the post.
- B.15** **Training**
- B.15.1** The Contractor shall be responsible for training all employees performing under this contract.
- B.15.2** The Contractor shall ensure that all employees performing under this contract have completed the 50-hour Basic training Curriculum prior to assignment. Rosters of individuals to be assigned to the District having completed training, (to include such information as a list of courses completed and dates of completion) shall be submitted to the COTR during the transition period and prior to any new personnel being assigned.
- B.15.2.1** New employees hired by the Contractor shall not report for duty until this training has been completed. All training materials shall be submitted to the COTR, or his designee, for review and approval prior to use. In addition, all changes to approved materials shall be presented to the COTR for approval prior to their use.

B.15.2.2 The COTR shall also approve each new employee's start date and reserves the right to attend and inspect training sessions periodically, announced or unannounced. The COTR may request to see a course schedule for a six (6) month period. Basic Training shall be repeated annually, (every twelve (12) months) for each employee working under the contract.

B.15.3 The Contractor shall only use persons who are certified as qualified instructors. Qualified instructors are those who have received a certificate to instruct the specific subject issued by an accredited institution of learning (school, college, and university), a Governmental organization, or an educational certification. Qualifications may also be validated by documentation that the person instructing has sufficient authoritative, practical, and current experience in the subject matter. The Contractor shall provide a copy of an instructor's resume to the COTR upon request.

B.15.4 The Contractor shall ensure that all employees complete 40 hours of supplemental training annually. Special Police Officers, or Guard IIs, shall receive an additional 9 hours of basic training. Supervisors shall receive 16 hours of additional supervisory training.

B.16 **Basic Training Curriculum**

B.16.1 The Contractor's Basic Training Program shall include at minimum the following courses:

Course Title	Minimum Number of Hours
Introduction to Protective Services Division	0.5 hr.
Conduct on Duty	1.0 hr.
Uniforms, Equipment and Grooming	1.0 hr.
Post Orders	1.0 hr.
Ethics	1.0 hr.
Introduction to DC Government	1.0 hr.

Report Writing	2.0 hrs.
Alarm and Video Monitoring	1.0 hr.
Patrol Techniques	1.0 hr.
Magnetometers, X-rays and Screening Equipment	2.0 hrs. Shall include 2 hours practical, "hands-on" training
Arrest Procedures and Transportation (SPOs only)	2.0 hrs.
Search, Seizure and Detention (SPOs only)	1.0 hr.
Use of Force	2.0 hrs.
Court Preparation and Appearances	0.5 hr.
Observation and Description Techniques	1.0 hr.
Preservation of Evidence	0.5 hr.
Criminal and Civil Law	3.0 hrs.
Sexual Harassment	1.0 hr.
Diversity	1.0 hr.
Drugs and Alcohol	1.0 hr.
Officer Manual	2.0 hrs.
Bomb Threats	1.0 hr.
Civil Disobedience	1.0 hr.
Conflict Resolution/Public Relations	2.0 hrs.

Mental Health	1.0 hr.
Customer Services including Breast-Feeding & Sexual Discrimination	2.5 hrs.
First Aid/CPR, including infant CPR	16 hrs.
Identification / Verification (process, procedures.	1 hr.

B.17 Firearms Training

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

B.18 Job Orientation

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

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

B.19 **Reports, Files, and Records**

B.19.1 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 employee. These files shall be readily available for inspection within 2 hours of an advanced notice.

B.19.2 Contractor's Maintenance of Each Employee's Personnel Files – Format and Content

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

2. The medical file shall include, but not be limited to, the following items:
 - a. Copy of pre-employment physical examination;
 - b. Copies of all drug testing program reports, including results of pre-employment drug screening, random drug screening, and reasonable suspicion screening; and
 - c. Copy of a psychological screening, if any, attesting to the employee being free of any judgment of incompetence.

B.19.3 The Contractor shall continuously maintain the files and allow PSD to inspect the files without notice at any time.

B.19.4 PSD shall schedule an independent inspection of personnel files 30 business days after contract award and every six months thereafter for the duration of the contract. PSD and the Contractor shall mutually agree on the independent inspector. The cost of such inspection shall be at the expense of the Contractor. Audits of employee files shall verify that the personnel records contain all documentation required to validate the qualifications of the Contractor's employees employed on this contract. The Contractor shall deliver the audit report to the COTR within one week of its completion.

B.20 **Uniforms**

B.20.1 The Contractor shall ensure all personnel working under the contract wear a uniform, provided by the Contractor, which complies with all requirements contained in the "Enhanced Professional Security Amendment Act of 2006". The uniform shall be clean and in good repair. Shoes shall be made of leather, have hard soles, and be shined and also in good repair.

B.21 **Removal of Contractor Personnel**

B.21.1 The Contractor shall not allow continued work by, or assign work to, employees deemed unfit to perform contract responsibilities. In situations deemed inappropriate the COTR, may direct the Contractor to remove an employee from a facility and replace that employee a replacement with no lapse in coverage.

B.21.2 The Contractor shall ensure that its employees do not engage in the following, to include, but not limited to:

B.21.2.1 Falsification or unlawful concealment;

B.21.2.2 Removal, mutilation, or destruction of any government property, including official documents or records;

B.21.2.3 Disorderly conduct, including the use of abusive or offensive language;

B.21.2.4 Disruptive behavior or activities while on post;

B.21.2.5 Theft, vandalism, immoral conduct, or any other criminal activity; or

- B.21.2.6** Misuse or mishandling of weapons.
- B.21.3** The Contractor shall be responsible for ensuring that all employees comply with all directives issued by the COTR. In addition, the Contractor shall maintain satisfactory standards of employee competency, conduct, appearance and integrity, and shall be responsible for taking such disciplinary action as is deemed necessary with respect to its employees.
- B.21.4** The Contractor shall be required to dismiss employees that engage in any of the violations listed above within a timeframe ranging from “immediately” to “within a week,” as specified by the COTR. Any employee dismissed shall not be eligible to work under this contract.
- B.21.5** PSD reserves the right to request drug screening tests when it suspects a Contractor employee may be under the influence. In such events, the employee can only be returned to a PSD site upon the Contractor’s submission of a clean drug test.

B.22 **Building Security Log Report Entries**

- B.22.1** The Contractor shall ensure all employees make appropriate entries in the Activity Log book or automated system when implemented, located at each post. Log entries shall include, but not be limited to: name, date and time of each employee’s arrival on duty; date and time of departure from duty; and date and time of observance of any untoward activity, including, criminal offenses, accidents, injuries to persons, damage to property and complaints. In addition, the Contractor shall report any incident or occurrence involving one of its employees and a government employee, or one which causes a contract employee to take any kind of security-related action, to the PSD CCC. Reports shall be submitted immediately or no later than 30 minutes after any such incident or occurrence takes place.
- B.22.2** The Contractor shall contact the PSD CCC to report incidents, unusual occurrences, or to obtain additional instructions or clarification of previously issued instructions.
- B.22.3** The Contractor shall document irregular or unusual activities by completing a written Incident Report in the Activity Log Book or, if directed by the COTR, document the occurrence by other means.
- B.22.4** The Contractor shall make available all Activity Log Books, Incident Reports, or PSD arrest reports to the Watch Command or the COTR upon request.
- B.22.5** The Contractor shall scan documentation of all Activity Log Books, Property

Passes, or other pertinent documentation and provide scanned documents to PSD. Copies of the scanned documents shall also be kept at PSD Posts for a six month period. The documents shall include the title of each occurrence, post location and to/from date of the documentation if applicable.

B.23 **Investigations**

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

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

B.24 **Meetings**

B.24.1 The Contractor's PM shall meet with the COTR on a weekly basis, or a frequency deemed necessary by the COTR. These meetings are mandatory. The date and time of the meeting will be set by the COTR who will provide as much advance notice as possible.

B.24.2 The first meeting will be held within five days after contract award. Also, a post award meeting will be held, between the COTR, Department of Behavior Health (DBH) and the Contractor's key personnel. The Contractors' supervisory personnel may be asked to attend, and a representative from DGS' Contracting and Procurement Division may also attend to discuss contractual issues. In addition, any user agency may attend meetings periodically to address issues involving their facilities.

B.24.3 A 24 hour notice is required if the Contractor needs to reschedule a scheduled meeting. The COTR will approve the request to reschedule a meeting and will notify the Contractor of the rescheduled date and time.

B.25 **Specific Requirements for Disability and Mental Health Agencies**

B.25.1 The Contractor shall direct its employees who are assigned to the Department of Disability Services (DDS) to be interviewed prior to being deployed to any Disability or Mental Health agency. The Contractor shall be required to submit an application to the COTR or a DDS staff member.

B.25.2 The Contractor shall provide the name, address and telephone number of their PM, to the COTR or DDS representative at the post-award meeting to be schedule prior to contract inception. The PM shall also be required to meet with a designated DDS staff member every Friday, or a frequency determined by the COTR, for an assessment of the previous week's security issues.

B.25.3 One week prior to the start date of the schedule, the Contractor shall submit a work schedule every two (2) weeks to the designated DDS staff member. A copy shall be provided to the COTR.

B.26 **Department of Behavior Health (DBH) Orientation**

B.26.1 The Contractor shall ensure that all its employees participate in an eight (8) hour orientation session, to be conducted by DBH staff. Following this initial orientation, the Contractor shall assume responsibility for the orientation of new employee's as detailed in Section B.18.

B.27 **RESERVED**

B.28 **Use and Care of Government Furnished Equipment**

B.28.1 All equipment shall be tested at the beginning of each shift and as specified by the Post Orders. The District will be responsible for the repair and maintenance of government-furnished equipment (such as x-ray machines), except where the damages sustained resulted from negligence by the Contractor's personnel, in which case, the Contractor shall be liable for repair or replacement of equipment. The Contractor shall notify the COTR within ten (10) minutes of any malfunctioning District owned equipment, and the COTR, at his discretion, may establish alternate directives for any malfunctioning equipment.

B.28.2 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.

B.28.3 The District shall provide all keys/access cards necessary for the Contractor to perform its duties. The Contractor shall strictly enforce key control and shall be responsible for all costs incurred for re-keying or reprogramming when contract employees loose controlled keys/access cards.

B.28.4 The Contractor shall not use District phones, copiers, fax machines, or vehicles except in the performance of official Government business under this contract.

B.28.5 The District will not be responsible for any loss, theft, or damage of Contractor -owned equipment or supplies stored or maintained for this contract.

B.29 **Quality Control Plan (QCP)**

B.29.1 The Contractor shall submit a detailed QCP to the COTR for approval within fifteen (15) days after contract award. The QCP shall include, but not be limited to the following:

B.29.2 Identification of Quality Control Monitors (QCM) assigned and evidence of their qualifications.

B.29.3 A description of the type, level, and frequency of inspections performed by the Contractor QCM. Inspections shall be conducted as frequently as necessary to ensure effective performance by the Contractor. While the Contractor may perform more inspections than are required in the QCP, in no event shall the Contractor perform fewer inspections than required by the Plan. Quality Control Inspection Checklists shall include, inspections of equipment, uniforms and appearance, attendance and sign in/out procedures, knowledge of and adherence to Post Orders, knowledge and adherence to screening equipment operating procedures, possession of training certifications, and overall contract performance.

B.29.4 Under no circumstances shall individuals appointed as QCM serve as uniformed employees working under this contract. The COTR will have the right to inspect the QCM personnel records or certified timesheet to ensure contract compliance.

B.29.5 The Contractor shall prepare Quality Control Inspection Reports and submit them to the COTR quarterly or more frequently upon request.

B.29.6 The Contractor shall notify the COTR of any problems or deficiencies noted during an inspection and shall inform the COTR of all actions taken, or planned,

to resolve the problems. If the Contractor's performance indicates that additional quality control measures are needed, the Contractor and COTR shall meet with the CO to discuss the Contractor's performance, QCP, and any other areas of concern regarding the contract. Through the CO, the COTR may request that the Contractor take additional steps to improve both the overall performance of the Contractor and adherence to the QCP.

B.29.7 The District shall consider the Contractor's adherence to its stated QCP during annual performance evaluations. Failure by the Contractor to adhere to its stated QCP may result in contractual actions taken by the District which may include: liquidations based on infractions, contracting with another vendor to cover a particular post; or if persistent problems occur, termination of the contract for default.

B.29.8 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 Section B.29.3. The COTR may provide the Contractor with a written quality assurance policy. Three (3) instances of failure to meet the minimum in the quality assurance policy requirements at a particular facility may result in the Contractor's loss of responsibility for providing security for that facility.

B.30 **A Collective Bargaining Agreement for Security Guards**

B.30.1 The Contractor shall be bound by any applicable Collective Bargaining Agreement for Security Guards in its employment, and ensure that its bid prices are consistent with such Agreement.

B.31 **Bid Bond**

B.31.1 The Contractor shall submit along with the proposal, a Bid Bond in the amount of \$50,000.00 dollars. The Bid Bond shall remain in effect until notification of contract award by the Contracting Officer and as provided in Section B.35.1 of this document.

B.32 **Performance Bond**

B.32.1 The Contractor shall provide to the Contracting Officer within 10 days of contract award, a Performance Bond in an amount of \$1 million payable by the terms of the contract and as referenced in Section B.35.2 of this document.

B.33 **Special Requirements**

B.33.1 **Commission Certification Report**

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

B.33.2 **Contractor's Employees Identification Cards**

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

B.34 **Liquidated Damages**

B.34.1 The Contractor is on notice that the security services provided pursuant to the terms of this contract are critical in nature and the PSD will apply liquidated damages as follows:

B.34.2 PSD will conduct random checks of Contractor's use of the District's detection devices, such as X-Ray machines, magnetometer, hand held device, etc. by attempting to bring in one of the below listed weapons into a building that contains the previously mentioned detection devices.

B.34.3 The Contractor shall detect all weapons on/or in the possession of the PSD/District's employee, including but not limited to the following: A knife or sharp instrument with a blade that is six (6) inches or more in length, any handgun (whether operable or not), or any rifle or shotgun (whether operable or not) that is on a person (concealed or not) or inside a person's bag.

- B.34.4** If the Contractor's employee(s) fails to detect a bomb of any type, the Contractor shall be charged two thousand dollars (\$2,000.00). Failure to detect a bomb may also result in termination of the contract.
- B.34.5** If the Contractor's employee(s) fails to detect a weapon of any type, the Contractor shall be charged one thousand dollars (\$1,000.00). Failure to detect a weapon may also result in termination of the contract.
- B.34.6** If the Contractor's scheduled employee fail to report for duty on time, in full uniform and equipped with all the necessary security equipment, to include in possession of a valid commission, the District will charge the Contractor \$100.00 per hour for any fraction thereof.
- B.34.7** The Contractor will be charged \$100.00 per hour or any fraction thereof, per infraction for unmanned posts during a tour of duty.
- B.34.8** As stated above, the Contractor will be charged \$100.00 per uniform infraction.
- B.34.9** The Contractor will be charged \$200.00 per failure to identify fraudulent identification.

B.35 **Bond Requirements**

- B.35.1** 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.
- B.35.2** The Contractor upon entering into a contract with the District shall obtain a performance bond in the amount of \$1 million. The Contractor shall submit the performance bond to the Contracting officer within 10 days of contract award.
- B.35.3** 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 C: ECONOMIC INCLUSION

C.1 Preference for Small, Local, and Disadvantaged Business Enterprises

General: Under the provisions of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, D.C. Law 16-33 (codified at D.C. Code § 2-218.01 et seq.), preferences shall be given to Offerors that are certified by the Department of Small and Local Business Development as being a small business enterprise, having resident business ownership, having a longtime resident business, being a local business enterprise, being a disadvantaged business enterprise, being a local business enterprise with its principal office located in an enterprise zone, being a veteran-owned business enterprise, or being a local manufacturing business enterprise. (A copy of the certification acknowledgment letter must be submitted with the Offeror's Proposal.) In accordance with these laws, the following preferences shall be awarded in evaluating an Offeror's proposal:

- Three (3) preference points shall be awarded if the Offeror is certified as having a small business enterprise.
- Five (5) preference points shall be awarded if the Offeror is certified as having a resident business ownership.
- Five (5) points shall be awarded if the Offeror is certified as having a longtime resident business.
- Two (2) preference points shall be awarded if the Offeror is certified as a local business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as being a local business enterprise with its principal office located in an enterprise zone.
- Two (2) preference points shall be awarded if the Offeror is certified as a disadvantaged business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as a veteran-owned business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as a local manufacturing business enterprise.

Offerors may qualify for more than one of these categories, so that the maximum number of points available under this section is 12 points.

Information: For information regarding the application process, contact the Department of Small and Local Business Development at the following address or telephone number:

Department of Small and Local Business Development
One Judiciary Square Building
441 4th Street, NW, 9th Floor
Washington, DC 20001
(202) 727-3900 (Telephone Number)
(202) 724-3786 (Facsimile Number)

C.2 SLDBE Participation

The Department requires that significant participation by business enterprises certified by the Department of Small and Local Business Development as: (i) a local business enterprise; (ii) a small business enterprise; (iii) a disadvantaged business enterprise; (iv) having an owned resident business; (v) being a longtime business resident; or (vi) having a local business enterprise with its principal office located in an enterprise zone. Accordingly, and in addition to the preference points conferred by **Section C.1**, the Department requires that business enterprises so certified must participate in at least 50% of work unless the prime contractor is certified as a small, local or disadvantaged business enterprise. Offerors will be required to submit a Local Business Enterprise Utilization Plan with their proposals. The Utilization Plan must demonstrate how this requirement will be met and, to the extent possible at this stage in the project, should identify the specific firms that will be used and their respective roles.

C.3 Residency Hiring Requirements for Contractors and Subcontractors

At least thirty-five percent (35%) of the Offeror's Team and every subconsultant's employees hired after the Offeror enters into a contract with the Department, or after such subconsultant enters into a contract with the Offeror, to work on this project, shall be residents of the District of Columbia.

Upon execution of the contract, the Offeror and all of its member firms, if any, and each of its subcontractors and subconsultants shall submit to the Department a list of current employees that will be assigned to the project, the date that they were hired and whether or not they live in the District of Columbia.

The Offeror shall comply with subchapter III of Chapter II of Title 1, and subchapter II of Chapter II of Title 1 of the D.C. Code, and all successor acts thereto and the rules and regulations promulgated thereunder. The Offeror and all member firms, subcontractors, tier subcontractors, subconsultants, and suppliers with contracts in the amount of \$100,000 or more shall be required to comply with the following: (i) enter into a First Source Employment Agreement with the D.C. Department of Employment Services ("DOES") upon execution of the

contract; (ii) submit an executed First Source Agreement to DOES prior to beginning work on the project; (iii) make best efforts to hire at least 51% District residents for all new jobs created by the project; (iv) list all employment vacancies with DOES; (v) submit monthly compliance reports to DOES by the 10th of each month; (vi) at least 51% apprentices and trainees employed must be residents of the District registered in program approved by the D.C. Apprenticeship Council; and (vii) trade contractors and subcontractors with contracts in the amount of \$500,000 or more must register an apprenticeship program with the D.C. Apprenticeship Council.

C.4 Mandatory Subcontracting Plan

C.4.1 For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.

C.4.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph C.4.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

C.4.3 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 C.4.1 and C.4.2.

C.5 Subcontract Requirements

C.5.1 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).

C.5.2 Subcontracting Plan

If the prime Contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of C.4.1. 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. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if

the offer or 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 DSLBD. Each subcontracting plan shall include the following:

- C.5.3** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- C.5.4** 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;
- C.5.5** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- C.5.6** 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;
- C.5.7** A description of the efforts the prime Contractor shall make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- C.5.8** 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.
- C.5.9** 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;
- C.5.10** 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
- C.5.11** A description of the prime Contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

C.6 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 to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:

- C.6.1 The dollar amount of the contract or procurement;
- C.6.2 A brief description of the goods procured or the services contracted for;
- C.6.3 The name of the business enterprise from which the goods were procured or services contracted;
- C.6.4 Whether the subcontractors to the contract are currently certified business enterprises;
- C.6.5 The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- C.6.6 A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and
- C.6.7 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.

C.7 Enforcement and Penalties for Breach of Subcontracting Plan

- C.7.1 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 the default clause of the Standard Contract Provisions.
- C.7.2 There shall be a rebuttable presumption that a Contractor willfully breached its approved subcontracting plan if the Contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

C.7.3 A Contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the Contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

C.8 **Subcontractor Standards**

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

SECTION D: COMPLIANCE REQUIREMENTS

D.1 **Conformance with Laws**

It shall be the responsibility of the Contractor to perform the Agreement in conformance with the Department's Procurement Regulations (27 DCMR § 4700 *et seq.*) and all statutes, laws, codes, ordinances, regulations, rules, requirements and orders of governmental bodies, including, without limitation, the U.S. Government and the District of Columbia government; and it is the sole responsibility of the Contractor to determine the Department's procurement regulations, statutes, laws, codes, ordinances, regulations, rules, requirements and orders that apply and their effect on the Contractor's obligations thereunder.

D.2 **Licensing, Accreditation and Registration**

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

D.3 **Service Contract Act**

The Service Contract Act is applicable to this Contract. As such, the Contractor and its subcontractors shall comply with the wage and reporting requirements imposed by that Act. Applicable Wage Rates are attached to this RFP as Attachment H.

D.4 **Living Wage Act**

The Living Wage Act is applicable to this Contract. As such, the Contractor and its subcontractors shall comply with the wage and reporting requirements imposed by that Act (Attachment G).

D.5 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.

D.6 Freedom of Information Act

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private Contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

D.7 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. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 *et seq.*

D.8 Americans with Disabilities Act of 1990 (ADA)

During the performance of this contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 *et seq.*

D.9 Way to Work Amendment Act of 2006 as Amended

Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

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.

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.

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. The Contractor shall provide a copy of the Fact Sheet to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Living Wage Notice 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 in a conspicuous place in its place of business. 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. The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

The requirements of the Living Wage Act of 2006 do not apply to:

1. Contracts or other agreements that are subject to higher wage level determinations required by federal law;
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;
3. Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
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;
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;

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;
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;
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));
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
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
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.

The Mayor may exempt a Contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

D.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.

D.11 Audits and Records Retention

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

D.12 Examination of Cost

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 reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

D.13 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:

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

D.14 Availability

The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in clauses D.12 through D.16, for examination, audit, or reproduction, until 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:

- D.14.1** 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
- D.14.2** The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

D.14.3 The Contractor shall insert a clause containing all the terms of this clause, Section D.14, in all subcontracts under this contract that exceed the small purchase threshold of \$100,000, and:

D.14.4 That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-re-determinable type or any combination of these;

D.14.5 For which cost or pricing data are required; or

D.14.6 That requires the subcontractor to furnish reports described in D.14.2 of this clause.

SECTION E: EVALUATION AND AWARD CRITERIA

E.1 Evaluation Process

The Department shall evaluate submissions and any best and final offers in accordance with the provisions of this **Section E** and the Department's Procurement Regulations.

E.2 Evaluation Committee

Each submission shall be evaluated in accordance with this **Section E** by an Evaluation Committee. The Evaluation Committee shall prepare a written report summarizing its findings and submit the same to the source selection official. Based on the information submitted by the Offerors in response to this RFP and the report prepared by the Evaluation Committee, the source selection official shall select the Offeror(s) whose submissions are determined by the source selection official to be the most advantageous to the Department.

E.3 Evaluation Factors

Each proposal will be scored on a scale of 1 to 100 points. In addition, eligible Offerors will receive up to 12 preference points as described in Section C .1 of this RFP. Thus, the maximum number of points possible is 112. Submissions will be evaluated based on the evaluation factors below.

E.3.1 Experience & References (50 Points)

The government will evaluate the extent that the offeror's past experience and performance in providing similar services to other customers demonstrates a commitment to quality through the consistent provisions of highly reliable and responsive services.

E.3.2 Management Plan-Technical Approach (25 Points)

The government will evaluate the Contractor's ability to fully understand the requirement, and capability to provide the required resources to meet all the government's stated needs. Submit a plan that details all of the following: (1) procedures to recruit, and retain a workforce. (2) manning levels and skill mix sufficient to successfully accomplish SOW requirements; (3) organization chart clearly showing lines of authority and chain of command, including teaming partners and subcontractors; (4) key personnel positions are identified and personnel qualifications sufficient to accomplish SOW requirements; and (5) the offeror's sustainment of operations plan demonstrating no mission interruption to personnel rotations, scheduling or staffing.

E.3.3 Price Proposal (25 Points)

The government will evaluate the proposed cost to determine if it is realistic, fair and reasonable. Each Offeror shall submit a bid form substantially in the form of Attachment B, Unit Price sheet for the Base Year and four (4) Option Years for each of the Aggregate Award Groups the Offeror proposes to provide the required services.

E.4 Oral Presentation

The Department does not intend to interview Offerors; however, the Department reserves the right to short-list Offerors and only interview Offerors in the competitive range if necessary. If the Department conducts such interviews, each Offeror within the competitive range shall make an oral presentation to the Department's Evaluation Committee, and participate in a question and answer session. The purpose of the oral presentation and the question and answer session is to permit the Evaluation Committee to fully understand and assess the qualifications of each Offeror and the Offeror's key personnel. The submission will be re-scored at the conclusion of the oral presentation.

E.4.1 Length of Oral Presentation

Each Offeror will be given up to 30 minutes to make the presentation. At the end of the initial presentation, there will be a break for approximately 15 minutes for the Evaluation Committee to assess the presentation and prepare questions. The Offeror will then respond to questions from the Department's Evaluation Committee for no more than 30 minutes.

E.4.2 Schedule

The order of presentation will be selected randomly and the Offerors will be informed of their presentation date before the beginning of oral presentations. The Department reserves the right to reschedule any Offeror's presentation at the discretion of the Contracting Officer.

E.4.3 Offeror Attendees

The oral presentation will be made by the Offeror's personnel who will be assigned the key jobs for this project. Each Offeror's presentation will be limited to 5 persons. The job functions of the persons attending the presentation will be considered to be an indication of the Offeror's assessment of the key areas of responsibility that are deemed essential to the successful completion of the project.

E.4.4 Topics

The Offeror may present information about its capabilities and special qualifications to serve as Consultant for this contract, including the qualifications of key personnel.

SECTION F: PROPOSAL ORGANIZATION AND SUBMISSION

This section outlines specific information necessary for the proper organization and manner in which Offerors' Proposals should be proffered. References are made to other sections in this RFP for further explanation.

F.1 Submission Identification

Submissions shall be proffered in an original and six (6) copies. The Offeror's submission shall be placed in a sealed envelope conspicuously marked: "Proposal for Security Guard Services".

F.2 Delivery or Mailing of Submissions

Submissions should be delivered or mailed to:

DC Department of General Services
Attn: JW Lanum
Frank D. Reeves Center
2000 14th Street, NW, 8th Floor
Washington, DC 20009

F.3 Date and Time for Receiving Submissions

Submissions shall be received no later than 2:00 pm EST, on **July 9, 2014**. The Offeror assumes the sole responsibility for timely delivery of its Submission, regardless of the method of delivery.

F.4 Submission Size, Organization and Offer Qualifications

All submissions shall be submitted on 8-1/2" x 11" bond paper and typewritten. Telephonic, telegraphic, and facsimile submissions shall not be accepted. The Department is interested in a qualitative approach to presentation material. Brief, clear and concise material is more desirable than quantity. The submission shall be organized as follows:

F.4.1 Disclosure Form

Each Offeror shall submit a Disclosure Statement substantially in the form of **Attachment C**.

F.4.2 Executive Summary

Each Offeror should provide a summary of no more than three pages of the information contained in the following section.

F.4.3 General Information and Firm(s) Data

Each Offeror shall provide the following information for the prime contractor and its subcontractors, if any.

- (a) Legal Name(s)
- (b) Address (es),
- (c) Role(s) of each firm (including all sub-contractors)
- (d) Company profile(s), including:
 - 1) Age
 - 2) History
 - 3) Size
- (e) Description of the Offeror's existing workload providing trash Collection services; and
- (f) Provide a list of any contracts held by the Offeror where the contract was terminated (either for default or convenience). This list should also identify any contracts that resulted in litigation or arbitration between the contracting entity and the Offeror.

F.4.4 Experience & References (50 Points)

Offerors shall submit the information requested in E.3.1

F.4.5 Management Plan-Technical Approach (25 Points)

The government will evaluate the Contractor's ability to fully understand the requirement, and capability to provide the required resources to meet all the government's stated needs. Offerors shall submit the information requested in E.3.2.

F.4.6 Price Proposal (25 points)

Offerors shall submit the information requested in E.3.3 of this RFP. The Offeror shall also include the completed Offer Letter and Unit Price Sheet (Attachment B) for each of the Aggregate Award Groups the Offeror proposes to provide the required services.

F.4.7 Tax Affidavit

Each Offeror must submit a tax affidavit substantially in the form of **Attachment D**. In order to be eligible for this procurement, Offerors must be in full compliance with their tax obligations to the District of Columbia government.

SECTION G: PROPOSAL PROCEDURES & PROTESTS

G.1 Contact Person

For information regarding this RFP please contact:

Arza Gardner
Contract Specialist
Department of General Services
2000 14th Street, N.W.
Reeves Center, 8th Floor
Washington, D.C. 20009
arza.gardner@dc.gov

Any written questions or inquiries should be sent to Arza Gardner at the email address above. No telephone calls please.

G.2 Pre-proposal Conference

A pre-proposal conference will be held on June 19th, 2014 at 3:30pm. The conference will be held at the Frank D. Reeves Center, 2nd Floor Community Room, 2000 14th Street, NW, Washington, DC 20009. Interested Offerors are strongly encouraged to attend.

G.3 Explanations to Prospective Offerors

Each Offeror should carefully examine this Request for Proposals and any and all amendments, addenda or other revisions, and thoroughly familiarize itself with all requirements prior to proffering a submission. Should an Offeror find discrepancies or ambiguities in, or omissions from, the RFP and amendments, addenda or revisions, or otherwise desire an explanation or interpretation of the RFP, any amendments, addenda, or revisions, it must submit a request for interpretation or correction in writing. Any information given to an Offeror concerning the solicitation shall be furnished promptly to all other Offerors as an amendment or addendum to this RFP if in the sole discretion of the Department that information is necessary in proffering submissions or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract shall not be binding.

Requests should be directed to Arza Gardner at the email address listed in Section G.1 no later than the close of business on June 25, 2014. The person making the request shall be responsible for prompt delivery.

G.4 Protests

Protests shall be governed by Section 4734 of the Department's Procurement Regulations (27 DCMR § 4734). Protests alleging defects in this solicitation must be filed prior to the time set for receipt of submissions. If an alleged defect does not exist in this initial RFP, but was incorporated into the RFP by an amendment or addendum, a protest based on that defect must be filed before the next closing time established for proffering submissions. In all other cases, a protester shall file the protest within ten (10) days after the protester knows or should have known, whichever is earlier, of the facts and circumstances upon which the protest is based. All protests must be made in writing to the Department's Chief Contracting Officer ("CCO") and must be filed in duplicate. Protests shall be served on the Department by obtaining written and dated acknowledgment of receipt from the Department's CCO. Protests received by the Department after the indicated period shall not be considered. To expedite handling of protests, the envelope shall be labeled "Protest".

This section is intended to summarize the bid protest procedures and is for the convenience of the Offerors only. To the extent any provision of this section is inconsistent with the Procurement Regulations; the more stringent provisions shall prevail.

G.5 Contract Award

This procurement is being conducted in accordance with the provisions of Section 4716 of the Department's Procurement Regulations (27 DCMR § 4716).

G.6 Retention of Submissions

All submissions shall be retained by the Department and therefore shall not be returned to the Offerors. With the exception of proprietary financial information, the submissions shall become the property of the Department and the Department shall have the right to distribute or use such information as it determines.

G.7 Examination of Submissions

Offerors are expected to examine the requirements of all instructions (including all amendments, addenda, attachments and exhibits) in this RFP. Failure to do so shall be at the sole risk of the Offeror and may result in disqualification.

G.8 Late Submissions: Modifications

- A. Any submission or best and final offer received at the office designated in this RFP after the exact time specified for receipt shall not be considered.
- B. Any modification of a submission, including a modification resulting from the CCO's requests for best and final offers, is subject to the same conditions as in G.8.A stated above.
- C. The only acceptable evidence to establish the time of receipt at the Department's office is the time-date stamp of such installation on the submission wrapper or other documentary evidence of receipt maintained by the installation.
- D. Notwithstanding any other provisions of this Request for Proposals to the contrary, a late modification of an otherwise successful submission which makes its terms more favorable to the Department may be considered at any time it is received and may be accepted.
- E. Submissions shall be irrevocable and remain in full force and effect for a period not less than 120 days after receipt of submissions.

G.9 No Compensation for Preparation of Submissions

The Department shall not bear or assume any financial obligations or liabilities regarding the preparation of any submissions submitted in response to this RFP, or prepared in connection therewith, including, but without limitation, any submissions, statements, reports, data, information, materials or other documents or items.

G.10 Rejection of Submissions

The Department reserves the right, in its sole discretion:

- A. To cancel this solicitation or reject all submissions.
- B. To reject submissions that fail to prove the Offeror's responsibility.
- C. To reject submissions that contain conditions and/or contingencies that in the Department's sole judgment, make the submission indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award.
- D. To waive minor irregularities in any submission provided such waiver does not result in an unfair advantage to any Offeror.
- E. To take any other action within the applicable Procurement Regulations or law.
- F. To reject the submission of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with such submission or this Request for Proposals.

G.11 Limitation of Authority

Only a person with prior written authority from the CCO shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clauses or conditions of the contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this RFP is not effective or binding unless made in writing and signed by the CCO or its authorized representative.

G.12 Required Insurance

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

G.13 Liability Insurance

Commercial general public liability insurance (“Liability Insurance”) against liability for bodily injury and death and property damage, such Liability Insurance to be in an amount not less than Three Million Dollars (\$3,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and Three Million Dollars (\$3,000,000) from the aggregate of all occurrences within each policy year. The policy should include completed operations coverage and must be maintained for a period of at least three (3) years after substantial completion occurs.

Workers’ compensation and Employers Liability coverage providing statutory benefits for all persons employed by the Offeror, or its contractors and subcontractors at or in connection with the Work.

Automobile Liability, including Hired and Non-Owned Auto Liability in the amount of at least One Million Dollars (\$1,000,000) for each occurrence for bodily injury and property damage.

G.14 Additional Insureds

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

G.15 Waiver of Subrogation

All such insurance shall contain a waiver of subrogation against the Department and the District of Columbia, and their respective agents.

G.16 Strength of Insurer

All insurance shall be placed with insurers that are reasonably acceptable to the Department and with an A.M. Best’s rating of not less than A-(Excellent) and a surplus size of not less than XV. All such insurers shall be licensed/approved to do business in the District of Columbia.