

SECTION A Solicitation/Offer/Award/Contract				1. Caption				Page of Pages 1103	
				ARMED/UNARMED SECURITY GUARD PERSONNEL SERVICES ASSET CLASS E [Government Operations]					
2. Contract Number		3. Effective Date		4. Requisition/Purchase Request/Project No.					
DCAM-24-NC-RFP-0023E		See Block 20C							
5. Issued By:		Code		6. Administered by (If other than line 5)					
Kianna Shepherd Contracting Officer, Supervisory Contract Specialist Department of General Services Contracts and Procurement Division 3924 Minnesota Avenue NE, 5 th Floor Washington, DC 20019				Benjamin Kassa, Contract Specialist Department of General Services Contracts and Procurement Division 3924 Minnesota Avenue NE, 5 th Floor Washington, DC 20019					
8. Name and Address of Contractor (No. street, city, county, state and Zip Code) UNIVERSAL PROTECTION SERVICE LLC dba ALLIED UNIVERSAL 161 WASHINGTON ST STE 600 CONSHOHOCKEN, PA 19428 Steve Jones, Chief Executive Officer Tracy.seymour@aus.com				8. Delivery <input type="checkbox"/> FOB Origin Other (See Schedule Section F)					
Code				9. Discount for prompt payment Net thirty (30) Days					
11. Ship to/Mark For				10. Submit invoices to the Address shown in item 6 (2 copies unless otherwise specified)				Item 6	
Code				12. Payment will be made by				Code	
13. Acknowledgement of Amendments The Offeror acknowledges receipt of amendments to the Solicitation X <u>David Kamperin</u> Signature				14. Accounting and Appropriation Data ENCUMBRANCE CODE:					
15A. Item		15B. Supplies/Services		15C. Ext Qty.		15D. Unit		15E. LABOR RATES	
001		Security Officer (SO) (Guard I)		ID/IQ		Hourly		\$51.39	
002		Commissioned Special Police Officer (SPO – Unarmed) (Guard II)		ID/IQ		Hourly		\$68.71	
003		Commissioned Special Police Officer (SPO- Armed) (Guard III)		ID/IQ		Hourly		\$68.71	
TOTAL AMOUNT OF CONTRACT								NOT TO EXCEED \$50,000,000.00	
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REQUEST FOR PROPOSALS (CONTRACT) PROCUREMENT SCHEDULE									
Contracting Officer will complete Item 17 or 18 as applicable									
17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items, perform all the services set forth or otherwise identified above and on any continuation sheets, for the consideration stated herein. The rights and obligations of the parties to this Contract shall be subject to and governed by the following documents: (a) this award/Contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number DCAM-24-NC-RFP-0023E including the additions or changes made by which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the Contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/Contract. No further Contractual document is necessary.					
19A. Name and Title of Signer (Type or print) David Kamperin- Regional Vice President				20A. Name of Contracting Officer Eric Njonjo, Deputy Chief Procurement Officer					
19B. Name of Contractor Universal Protection Services, LLC David Kamperin d/b/a Allied Universal Security (Signature of person authorized to sign)		19C. Date Signed June 14, 2024		20B. District of Columbia (Signature of Contracting Officer) Eric Njonjo		20C. Date Signed 9/30/2024			
☆☆☆ Government of the District of Columbia									

SECTION B

CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

- B.1** The District of Columbia Government (the “District”), acting by and through its Department of General Services (“DGS” or the “Department”), Division of Contracts and Procurement, collectively the “District”, is issuing Contract No. DCAM-24-NC-RFP-0023E to Universal Protection Services LLC dba Allied Universal (“Allied”) to provide *Armed/Unarmed Security Guard Personnel Services for Asset Class E (Government Operations)*. All services shall be furnished to the Department in accordance with the Scope of Work, Section [C], of this Contract, the District of Columbia's Department of General Services Standard Contract Provisions (“SCP”) for Supplies and Services Contracts, January 2016, *Exhibit J.1*, and other associated Exhibits in Section [J] of this Contract.
- B.1.1** The awarded contractor (“Contractor”) shall provide all management, tools, supplies, equipment, vehicles, and labor necessary for the successful deploy and manage armed/unarmed security guard personnel services throughout the District. The proposed Contract will have a term beginning with a Base Period (“BP”) effective date of award through September 30 of the respective fiscal year and include up to four (4) one (1) year Option Periods (“OP”). The total length of the proposed Contract will not exceed five (5) years in accordance with **Section [F.2.4]**.
- B.2** **TYPE OF CONTRACT.** Pursuant to the District of Columbia Procurement Practices Reform Act (“PPRA”) 2010, Section 403 Competitive Sealed Proposals, and in accordance with Title 27 DCMR, Chapter 24, 2416 *Term Contracts*, the Department awards an Indefinite Delivery, Indefinite Quantity (“ID/IQ”). Contract with services compensated based on fully loaded, *firm-fixed direct labor, hourly rates – a Labor Hour Contract*. The awarded IDIQ Contract(s) are for the services specified and effective for the period(s) stated in this solicitation.
- B.2.1** **Indefinite Delivery / Indefinite Quantity (ID/IQ) Contract**
This is an IDIQ contract for the supplies or services specified, and effective for the period stated.
- B.2.2** Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause, **Section [G.11]**. The Contractor(s) shall furnish to the District, when and if ordered, the labor hour services (armed/unarmed security guard personnel) in the Task Order, based on the Contract established rates under CLINS defied for each Asset Class Group specified in the price schedule **Section [B.4.1] through [B.4.1.5]**, up to and including the aggregate, maximum non-guaranteed amounts as specified in **Section [B.4.3]**.
- B.2.2.1** The District may issue Task Orders for services or supplies for multiple requirements at multiple locations simultaneously. If the District urgently requires delivery before the earliest date specified under this contract, and if the Contractor shall not accept an order providing for the accelerated performance, the District may acquire the urgently required services from another source.

- B.2.2.2** There is no limit on the number of orders that may be issued. The District may issue Task Orders requiring performance at multiple locations.
- B.2.2.3** Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the Task Order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period, provided that the Contractor shall not be required to provide any performance under this Contract, beyond twelve months following the term of the final option period end date unless prior to the expiration of a contract, the Chief Procurement Officer determines in writing that it is in the best interest of the District to extend the term beyond the total term specified and provides justification for using a sole source modification in accordance with 27 DCMR 1700, in accordance with **Section [F.2.4]** of this Contract.
- B.2.2.4** The aggregate, non-guaranteed maximum ordering ceiling nor the estimated hours of services for each labor categories contemplated herein is ***not*** a representation to the bidders that the Department will actually require services up-to the maximum ordering limit, or that conditions affecting the requirements contemplated under the proposed Contract, will be stable or normal.

B.3 *RESERVED – [Intentionally Omitted]*

B.4 PRICING AND PRICE/COST SCHEDULE

The firm-fixed hourly labor rates, for all armed/unarmed security guard personnel services shall be the Contractor's sole method of compensation and as such, shall be sufficient to cover (fully-loaded) all of the service requirements including, but not limited to, labor, supervisor, monitoring, continuous and annual training, schedule and unscheduled staff relief breaks, holiday and overtime paid to the Contractor's employee, materials, tools, supplies, program management, performance management, licenses, permits, subcontractor cost, home office cost, G&A (general and administrative expenses), insurance coverage provisions as required by **Section [I.14]**, and (iii) the applicable Collective Bargaining Agreement ***Exhibit J.8*** and the Collective Bargaining Rider Agreement for D.C. Public Sites ***Exhibit J.9***. The Contractor is bound by the current Collective Bargaining Agreement for Security Guards, for the base period and every proposed option year, if exercised. As such, the Contract bid pricing shall include all increases for the base and option years in its original Bid as well as all applicable year-over-year service cost increases due to market variables and any increase to labor category, direct hourly rates issued by the U.S. Department of Labor Service Contract Act Wage Determination and or the D.C. Living Wage Act of 2006 (whichever prevailing wage is applicable under the award of the Contract for the Base Period and any subsequent Option Periods) and, all else necessary to perform all work related to providing the District with safe and proper provision of required services as described herein.

- i. For the avoidance of doubt and to provide clarification, the Contractor's price shall be fully loaded, accounting for all cost associated with providing the contemplated hourly rate services including union fee increases, holiday and overtime paid to

the Contractor's employees. The Contractor will not be permitted to bill, nor will the District accept additional cost in the form of holiday, overtime, and changes to hourly rates due to any of the aforementioned.

B.4.1 Price Schedule/Compensation Asset Class E

B.4.1.1

Contract Term	Security Officer (SO) (Guard I)	Commissioned Special Police Officer (SPO) (Guard II, UN-Armed)	Commissioned Special Police Officer (SPO) (Guard III, Armed)
Base Period	\$51.39	\$68.71	\$68.71
Option Year 1 (OY1)	\$53.58	\$71.64	\$71.64
Option Year 2 (OY2)	\$55.86	\$74.68	\$74.68
Option Year 3 (OY3)	\$58.24	\$77.86	\$77.86
Option Year 4 (OY4)	\$60.72	\$81.18	\$81.18

B.4.2 ID/IQ Minimum Order. The District guarantees the minimum order for each awardee in an amount of two hundred fifty dollars (\$250.00) for the base year and each of the option periods. The District is not obligated to order any supplies or services beyond the stated minimum.

B.4.2.1 ID/IQ Maximum Order. For any Task Order, the maximum order limitation shall be no greater than the maximum annual contract ordering limits established in **Section [B.4.3]**.

B.4.3 Asset Class Groups and Minimum Ordering and Aggregate, Non-guaranteed Ordering Limits

ASSET CLASS	DESCRIPTION	MINIMUM ORDERING VALUE	AGGREGATE, NON-GUARANTEED MAXIMUM ORDERING VALUE
GROUP E	Government Operations	\$250.00	\$50MM

B.5 SIGNIFICANT CHANGES IN THE CHARACTER OF WORK

B.5.1 In accordance with the Department of General Services Standard Contracts Provisions for Supplies and Services, **Exhibit J.1**, Article 15, the Department, through its authorized Contracting Officers, reserves the right to make, in writing at any time during the performance, such changes in quantities and such alterations in the work as are necessary to satisfactorily fulfill the cities requirements for armed/unarmed guard services. Such changes in quantities and alterations shall not invalidate the Contract nor release the Contractor's Surety, and the Contractor agrees to perform the armed/unarmed guard services contemplated herein and as reasonably inferred.

B.6 ACKNOWLEDGEMENT OF REVIEW OF CONTRACT DOCUMENTS

Before submitting its proposal in response to the proposed Contract, the Offeror acknowledges that it reviewed all specifications and is required to bring all such

inconsistencies and or questions to the attention of the Department so that the Department can address any inconsistencies and or questions by addendum to this solicitation. The Offeror acknowledges that any inconsistencies and or questions it identifies after submitting its proposal shall not be the basis for a change to the Contract terms and conditions.

- B.6.1** Execution of the Contract by the Contractor is a representation that the Contractor has thoroughly examined all Contract Documents, including all details, staff requirements, sub-consultants, and has satisfied itself before executing the Contract as to all matters that can affect the Work, including: (1) financial capacity; (2) availability of guard personnel to appropriately deploy and manage services; (3) familiarized itself with the risks and mitigation costs associated with armed/unarmed guard services; and in general to have itself obtained all necessary information as to risk contingencies, and other circumstances which may influence or affect its performance of the Work. The Contractor waives all claims against the Department arising from or relating to such contingencies and conditions that are reasonably inferable from the Contract Documents.

B.7 DESIGNATION OF SOLICITATION FOR THE OPEN MARKET

An offeror responding to this solicitation that is required to subcontract shall be required to submit with its proposal, any subcontracting plan required by law. Proposals responding to this Contract may be rejected if the offeror fails to submit a subcontracting plan that is required by law.

B.8 SUBCONTRACTING REQUIREMENTS

An Offeror responding to this solicitation that is required to subcontract shall be required to submit with its proposal, any subcontracting plan required by law. The proposed Contract resulting from this Contract will be an ID/IQ Contract and subcontracting plans will be required for all Task Orders issued with a penal value of \$250,000 or more.

- B.8.1** For Task Orders in excess of \$250,000, the contract shall be subcontracted in accordance with section [H.9.1]. *The Department will not accept nor pay any mark-up to subcontractor cost for providing services.*

B.9 DEPARTMENT-DESIGNATED POINT OF CONTACT

The Department's point of contact for matters related to this Contract ("Department's POC") is the only individual authorized to discuss this Contract with any interested parties, including Offerors. All communications with the Department's POC about the Project or this Contract shall be sent in writing to:

Name: **Benjamin Kassa**
Title: Contract Specialist
Contracts and Procurement Division
3924 Minnesota Avenue NE, 5th Floor
Washington, DC 20019
kokou.kassa@dc.gov

The Department disclaims the accuracy of information derived from any source other than the Department's POC. The use of any such information is at the sole risk of the Offeror. All communications and requests for information shall be submitted by the Offeror's point of contact identified in the Proposal. Written communications to the Department from Offerors shall specifically reference the correspondence as being associated with **ARMED/UNARMED SECURITY GUARD PERSONNEL SERVICES ASSET CLASS E CONTRACT NO. DCAM-24-NC-RFP-0023E.**

SECTION C

PERFORMANCE/WORK STATEMENT

C.1 SCOPE:

Contractor(s) shall provide professional armed/unarmed security guard personnel services, defined by this solicitation as armed and unarmed guard services at District owned and leased facilities protected by DGS' Protective Services Division ("PSD"). The Contractor shall provide expert year-over-year performance improvements and enhancements to the security of District owned and leased properties. These services may be performed in conjunction with all existing PSD operations and systems. This Scope of Work ("SOW") provides the general requirements of services which are expected to be all-inclusive but not limited; as such, individual Task Orders will define specific requirements. The Contractor shall furnish all personnel labor, necessary management, supervision, materials, supplies, equipment, program management and performance management for security operations services at multiple District owned and leased properties as specified except as otherwise indicated. Contractor(s) shall plan, schedule, coordinate, and ensure effective performance of and in conformance with all aspects for the service level agreements as defined hereunder.

C.2 APPLICABLE DOCUMENTS

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

ITEM NO.	DOCUMENT TYPE	TITLE	DATE
1	DCMR	District of Columbia Municipal Regulations Title 6A, Chapter 11	Most Recent or as amended
2	D.C. Law	"Enhanced Professional Security Amendment Act of 2006"	Most Recent or as amended
3	D.C. Law	"Enhanced Professional Security Amendment Act of 2008"	Most Recent or as amended
4	DCMR	District of Columbia Municipal Regulations, Title 17, Chapter 21 (Security Officers and Security Agencies)	Most Recent or as amended
5	DCMR	District of Columbia Municipal Regulations Accrued Sick and Safe Leave Title 7, Chapter 32	Most Recent or as amended
6	D.C. Law(s) Mayor's Order	First Source Employment Agreement Program Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011 D.C. Code § 2-2X Mayor's Order 83-265 D.C. Law 5-93	Most Recent or as amended

		D.C. Law 14-2	
7	D.C. Law	Streamlining of Security Licensing Amendment Act of 2013	Most Recent or as amended
8	DCMR	District of Columbia Municipal Regulations Title 1, Chapter 4 (Freedom of Information)	Most Recent or as amended
9	D.C. Law	Wage Theft Prevention Amendment Act of 2014 Wage Theft Prevention Correction and Clarification Emergency Amendment Act of 2014 Wage Theft Prevention Correction Emergency Amendment Act of 2015	Most Recent or as amended
10	D.C. Law	D.C. Code § 47-2839.01 Security Agencies	Most Recent or as amended
11	D.C. Law	D.C. Code § 2-353.01 Contractor Standards	Most Recent or as amended
12	SCP	Standard Contract Provisions (March 2007)	Most Recent or as amended
13	DC Policy	District Ethics Manual (Nov. 2014)	Most Recent or as amended

C.3 DEFINITIONS & ACRONYMS

C.3.1 These terms (“Definition”) when used in this Contract have the following meanings:

C.3.1.1 Activity Logs

Method to record activities at post areas in each facility.

C.3.1.2 Additional Security Request (ASR)

Request made by the COTR for security guard services outside the schedule.

C.3.1.3 Asset Class

This contract shall be awarded for Asset Class E – Government Operations.

C.3.1.4 Associate Director for Security, Protective Services Division

The Associate Director for Security, PSD, or his/her designee is the Contract liaison between the Contracting Officers Technical Representative (“COTR”), and the Contracting Officer (“CO”) for DGS. All matters or recommendations involving this Contract shall be directed to the Associate Director for Security (“AD”), PSD, or his or her designee for comments and resolutions pursuant to review and approval of the Chief Procurement Officer (“CPO”) and or his/her Deputy.

C.3.1.5 Central Communications Center (CCC)

The Central Communications Center (“CCC”) is a designated twenty-four (24) hour communications center for PSD currently located at 3924 Minnesota Avenue NE, 3rd Floor, Washington, DC 20019.

- C.3.1.6 Collective Bargaining Agreement (CBA)**
The Collective Bargaining Unit for Security Guards (Officers) is the Service Employees International Union – 32BJ, 1025 Vermont Avenue, NW, Washington, DC 20005 titled 2019 Services Employees International Union, Local 32BJ.
- C.3.1.7 Commissioned Special Police Officer (“SPO”), Armed**
An individual appointed under D.C. Official Code § 5-129.02, and subject to the requirements of Chapter 11 of Title 6A (as amended) of the District of Columbia Municipal Regulations [D.C. Official Code § 47-2839.01(a) (4)]. Shall include all of the requirements listed for Commissioned SPO, Unarmed, and shall also be trained and certified in the use of firearms, to include the Use of Force Framework; the prohibitions on the use of Carotid Neck Restraint Techniques and/or knees in the back; and cautions regarding Positional Asphyxia.
- C.3.1.8 Commissioned Special Police Officer (“SPO”), Unarmed**
An individual appointed under D.C. Official Code § 5-129.02 and subject to the requirements of Chapter 11 of Title 6A (as amended) of the District of Columbia Municipal Regulations [D.C. Official Code § 47-2839.01(a) (4)]. In addition to the duties performed by Licensed Security Officer employees, Commissioned SPO, Unarmed Employees shall possess arrest powers and be trained in the use of police batons, self-protection techniques, patrol procedures, burglary prevention, and alarm response.
- C.3.1.9 Contracting Officer (CO)**
Business liaison between the District and the Contractor(s) who is duly authorized to sign all Contract documents, inclusive of Contract modifications, change orders, deliver orders or task orders, on behalf of the District and ensure that all goals of the Contract are mutually beneficial. The CO is a DGS employee who is responsible for recommending, authorizing, or denying Contract actions and expenditures.
- C.3.1.10 Contracting Officer’s Technical Representative (“COTR”)**
Responsible for general administration of the Contract and advising as to the Contractor(s) compliance or noncompliance with all aspects of the Contract. The COTR has the responsibility of ensuring the work conforms to the requirements of the Contract **Section [G.9]**.
- C.3.1.11 Contractor(s)**
Individual or agency that enters into a written Contract with the District of Columbia Government to provide a product or service.
- C.3.1.12 Contractor Liaison**
Individual working for the Contractor(s) who remains on-call to answer inquiries from PSD twenty-four (24) hours a day, seven (7) days a week, including holidays.
- C.3.1.13 Department of Licensing and Consumer Protection (DLCP)**
The District Government agency responsible for processing private security licenses.

- C.3.1.14 Department of General Services (DGS)**
The Department of General Services is the District Government agency responsible for managing District owned and leased properties.
- C.3.1.15 Deployment Schedule**
Baseline of Contract security services required to be completed by the Contractor(s).
- C.3.1.16 Disincentive Fee** is a form of a monetary adjustment set by the Department to discourage service performance failures under this Contract.
- C.3.1.17 Facility Manager/Building Manager**
Designated DGS employee who is the Point of Contact (POC) for facility-related matters.
- C.3.1.18 ISO 9001**
The International Organization for Standardization. The ISO 9000 family of quality management systems (QMS) is a set of standards that helps organizations ensure they meet customers and other stakeholder needs within statutory and regulatory requirements related to a product or service. ISO 9000 deals with the fundamentals of quality management systems, including the seven quality management principles that underlie the family of standards.
- C.3.1.19 Licensed Security Officer (SO) (UNARMED)**
An individual appointed under D.C. Official Code § 5-129.02, and subject to the requirements of Chapter 11 of Title 6A (as amended) of the District of Columbia Municipal Regulations [D.C. Official Code § 47-2839.01(a) (4)]. Shall include all of the requirements listed for Licensed Security Officer (SO) unarmed and shall also be trained and certified.
- C.3.1.20 Monetary Adjustments**
The reduction of a monthly invoice resulting from the Contractors failure to meet the security performance standards by which they subsequently incur a Disincentive Fee based on the specific negligible performance failure.
- C.3.1.21 On the Job Training**
Training is a technique wherein the workers, i.e., operative staff, is given the direct instructions to perform their jobs on the actual work floor. The workers can learn the skills that are required to be performed in the actual work conditions and also gets accustomed to the working environment.
- C.3.1.22 Point of Contact (POC)**
POC is a designated member of PSD, DGS, or customer agencies who has the technical expertise or responsibility for a facility and must be notified or consulted for security and safety issues.
- C.3.1.23 Post Orders (POs)**

Prescribed by DGS and PSD, pursuant to DCMR Title 6A, as amended, are documents that protect District facilities, assets, employees, Contractors, and visitors while facilitating the conduct of government business. POs also enhance facility security, evacuation, and good order by ensuring that each officer assigned to a security post knows the procedures, duties, and responsibilities of that post and that all duties are performed uniformly.

C.3.1.24 Project Manager (PM)

PM is a staff member assigned by the Contractor(s) to be responsible for the coordination and completion of all Contract administration and reporting as required under this Contract.

C.3.1.25 Protective Services Division (PSD)

Sub-division within DGS tasked with safeguarding public citizens, employees, District residents, Contractors, and visitors by providing protective and security services for District owned, leased, operated, or occupied facilities and occupants through the use of highly trained personnel, state-of-the-art technology, industry-wide security best practices, and strategic partnerships.

C.3.1.26 Quality Control Plan (QCP)

A plan to ensure that the quality of service for all expectations of the Contract are maintained and the quality of service is satisfactory.

C.3.1.27 Quality Control Activity (QCA)

Ensure the QCP is maintained and may include but is not limited to 1) penetration tests; 2) random site visits; 3) site and personnel surveillance; and 4) audits. These may be performed by both representatives of the COTR or the Contractor(s).

C.3.1.28 Relief Officers

Security Officers (SOs) or Special Police Officers (SPOs) assigned by the Contractor(s) to provide rest and/or lunch breaks for all assigned posts. Contracted roving officers and members of management ***shall not*** be utilized as relief officers for breaking purposes. The relief officer shall be minimally as qualified as the person being relieved and assume all duties and responsibilities of the post during the relief period (e.g., an Armed SPO may only be relieved by another fully qualified Armed SPO and the same applies to both unarmed SPO and a SO).

C.3.1.29 Seasonal Posts

Posts not included in **Exhibit J.6** which do not fit the abbreviated time frame and short notice period of Will Call Posts and thus are not covered by Contract employees on a regular basis under this Contract.

C.3.1.30 Security Officers Management Branch (SOMB)

MPD Branch of the Metropolitan Police Department (MPD) responsible for the oversight and administration of Security Officer Licenses and Special Police Officer Commissions, as issued under the licensing authority of the Department of Licensing and Consumer Protection (DLCP) as prescribed in the “Streamlining of Security Licensing Amendment

Act of 2013” in conformance with DCMR 6A as amended [<https://mpdc.dc.gov/page/security-officers-management-branch-somb>].

C.3.1.31 Security Services

Any activity that is performed for compensation by a Security Officer (SO) or Special Police Officer (SPO) to protect an individual or property. [D.C. Official Code § 47-2839.01(a)(4)].

C.3.1.32 Shift Accountability Report

The shift accountability report is a narrative written by the Guard for each shift describing all activities occurring during the specified shift.

C.3.1.33 Service Planning Areas (SPAs)

The geographic division of service areas within the District of Columbia defined by DGS.

C.3.1.34 Stop Work Order

The written Notice, delivered in accordance with this Agreement, by which the CO may require the Contractor to stop all, or any part, of the Work of this Agreement, for the period set forth in the Stop Work Order.

C.3.1.35 Temporarily Assigned Staff (TAS)

Security personnel assigned to cover new posts and to fill posts vacated by absent employees.

C.3.1.36 Transition Period

The period of time from the date of Contract award to thirty (30) calendar days thereafter.

C.3.1.37 Transition Plan

A plan submitted by the Contractor(s) to the COTR within five (5) working days after the Contract award that details how the Contractor(s) will conduct a *smooth and orderly* transition from the current service provider to the new Contractor(s) within thirty (30) calendar days of the Contract award.

C.3.1.37.1 The Contractor shall provide an acceptable transition plan that identifies all actions required for successful implementation of this Contract in accordance with the Performance Work Statement including phase-in and Contract close-out, phase-out services. The transition plan must provide dates after receipt of award, significant actions, identify actions that may require Government support, and completion of all actions with a specific date for the beginning of acceptance of orders from the Government. An acceptable implantation plan shall include how the Organizational Management Plan will be established, implemented, and regulated throughout the Contract life to close-out.

C.3.1.38 Will Call Posts

Posts that are not covered by Contract employees on a regular basis.

C.3.2 The following Acronyms (“Abbreviations”) used for the purpose of this solicitation shall have the following meanings:

C.3.2.1	AD	Associate Director for Security
C.3.2.2	ASR	Additional Security Request
C.3.2.3	CA	Contract Administrator
C.3.2.4	CBA	Collective Bargaining Agreement
C.3.2.5	CO	Contracting Officer
C.3.2.6	CCC	Central Communications Center
C.3.2.7	CWSS	City-wide Security Services
C.3.2.8	DCMR	District of Columbia Municipal Regulations
C.3.2.9	DCPS	<i>Reserved – Intentionally Omitted</i>
C.3.2.10	DLCP	Department of Licensing and Consumer Protection
C.3.2.11	DGS	Department of General Services
C.3.2.12	DPR	<i>Reserved – Intentionally Omitted</i>
C.3.2.13	DSLBD	DC Department of Small and Local Business Development
C.3.2.14	OSHA	Occupational Safety and Health Administration (OSHA)
C.3.2.15	POC	Point of Contact
C.3.2.16	PO's	Post Orders
C.3.2.17	PM	Project Manager
C.3.2.18	PSD	Protective Service Division of the Department of General Services
C.3.2.19	PPE	Personal Protective Equipment
C.3.2.20	QCP	Quality Control Plan
C.3.2.21	QCA	Quality Control Activity
C.3.2.22	SCP	Strike Contingency Plan
C.3.2.23	SOMB	Security Officers Management Branch
C.3.2.24	SPAS	Service Planning Areas
C.3.2.25	SPO	Special Police Officer

- C.3.2.26 SO Security Officer
- C.3.2.27 TAS Temporarily Assigned Staff

C.4 BACKGROUND

The Department is the lead agency responsible for maintaining the safety and security of District facilities. The Department provides management, maintenance, and security related services for over eight hundred fifty (850) District owned and leased properties. These properties include office buildings, schools, parks, and recreation centers. As a service-providing agency, positive customer service and rapid response are paramount to all of the Department's operation and mission. Likewise, the safety and wellbeing of residents, visitors, students, and District Government employees are paramount to the Department's mission critical goal. The Department's Protective Services Division ("PSD") is charged with protecting District owned, leased, operated, or occupied facilities and property, as well as safeguarding District's employees, residents, and visitors within those facilities. These services are defined in this Contract as armed and unarmed guards at District owned and leased properties protected by PSD.

C.5 GENERAL CONTRACT REQUIREMENTS

The following requirements convey the Contractor's responsibility for providing and performance of services hereunder, failure to comply with any and all requirements as stated, is subject to the assessment of Disincentive Fees by the District government against the Contractor in the form of a monetary adjustment, in accordance with **Section [H.14]**.

- C.5.2 The Contractor shall provide trained and certified professional armed and unarmed SPOs and uniformed SOs as well as security supervisors who are professional and courteous. The expectation is to provide service twenty-four (24) hours a day, seven (7) days a week, including holidays, as specified by locations grouped within Service Planning Areas (SPAs) based on the operational and organizational requirements of DGS and as set forth in **Exhibits J.6**.

- C.5.3 *RESERVED INTENTIONALLY OMITTED.*

- C.5.4 The Contractor shall be responsible for providing the following basic services **(a)** prevention or detection of intrusion, unauthorized entry or activity, vandalism or trespass on District owned, leased, operated, or occupied property; **(b)** prevention and detection of theft, loss, fire, and safety hazards; **(c)** misappropriation or concealment of merchandise, utilities tools and equipment, or other valuable items or documents; **(d)** control and regulation of direction or flow of movements of the public and employees, whether by vehicle or otherwise, to assure the protection of property; **(e)** protection of individuals from bodily harm by proper enforcement of rules, regulations, and policies related to crime reduction; and **(f)** adherence to District regulations and laws; **(g)** and other necessary service core to performance.

- C.5.5 Services may be performed in conjunction with all existing PSD operations and systems. This SOW provides general requirements and is not all-inclusive. Individual Task Orders will define specific requirements.

C.5.6 The Contractor shall be ISO 9001:2015 compliant and apply these standards demonstrating its ability to consistently provide the services as described herein which shall meet and or exceed all regulatory requirements.

C.6 TASK ORDER REQUIREMENTS

C.6.1 Contractor shall designate and individual as a Contract Security Officer (CSO) to provide quality assurance over all guards hired under the Contract. The Contractor shall provide all personnel, training, uniforms, and equipment (unless provided by the District), supplies, licenses, permits, certificates, insurance, pre-employment screenings (medical/psychological/drug), reports and files necessary to provide the armed/unarmed security guard personnel services as described here-in. The Contractor shall have a method of contacting and deploying key personnel, employees and other staff assigned under this Contract twenty-four (24) hours a day, seven (7) days a week in order to ensure 100% performance standards of all service requirements.

C.6.2 During performance of work under the Contract, the Contractor shall be responsible for maintaining current, valid copies of all licenses, permits, certifications, and registrations and for complying with all applicable Federal, state, and local laws and regulations associated with licensing and permit issuance. The CO, COTR, and all other authorized District employees have the express authority to examine these documents upon request, at any time, during the duration of the Contract. During standard business hours (Monday through Friday, 8:00 a.m. until 5:00 p.m. EST) the Contractor shall respond to and provide all requested documentation within a one (1) hour time frame following the request of the COTR. All requests made outside the standard business hours as stated, shall be responded to, and provided within three (3) hours of the request.

C.6.3 In accordance with **Section [B.4]**, the Contractor shall be responsible for *all costs* associated with applying for, receiving, and maintaining the permits and licenses required in accordance with the federal, state, and local laws including Title 6A, for providing security guard services throughout the Contract life cycle (the Base Period and all Option Periods exercised).

C.6.3.1 Failure to maintain all valid licenses and permits in accordance with federal, state, and local laws including the regulations established by Title 6A, will be cause for the District to take Contractual actions, and including (i) Disincentive Fees **Section [H.14]** and or (ii) termination for default. Should the Contractor fail to renew a required license, resulting in the controlling authority (state, local, or Federal) ordering the Contractor to cease performance until such license is renewed, the District may (i) terminate for default, (ii) other remedies, such as issuing a Stop Work Order and obtaining performance by other sources. Further the District may exercise its right to modify any such Task Order, to include reducing the cost of services associated with the break in service resulting from the Contractors failure to maintain the required valid licenses and permits. Any and all such failures may result in the assessment of Disincentive Fees to include Monetary Adjustments of invoices, in accordance with **Section [H.14]**.

- C.6.4** The Contractor shall provide background-cleared, trained, certified professional and courteous unarmed uniformed security guards and security guard supervisors for services provided under this Contract. The Contractor shall be responsible for providing services on a continuum, up to twenty-four (24) hours a day, seven (7) days a week, including holidays, at specific locations grouped by Asset Class, based on the operational and organizational requirements of the Department and its Client Agency locations as set forth in *Exhibits J.6*. To accomplish this, Contractor shall:
- C.6.4.1** The Contractor shall provide all proper safeguards and assume all risks in performing services of which it is legally responsible, in accordance with and as imposed by Title 6A.
- C.6.4.2** The Contractor shall, plan, schedule, and coordinate, with the COTR, as necessary, the working schedule for supervisors, SOs and SPOs, including any applicable relief periods, special request coverage, etc.
- C.6.4.3** The Contractor shall, screen District employees, clients, visitors and/or other members of the public at all designated entrances of a respective facility.
- C.6.4.4** The Contractor shall, ensure District employees present appropriate identification prior to being admitted to a location, or a restricted area within a location.
- C.6.4.5** The Contractor shall, control ingress and egress access by screening persons, vehicles (if, applicable), and packages coming into District Government buildings, facilities, or properties to ensure that no unauthorized, prohibited, or illegal property is brought into or removed from such locations.
- C.6.4.6** The Contractor shall, provide a uniformed presence to act as a deterrent to crime.
- C.6.4.7** The Contractor shall, intervene, as allowed, to prevent injurious acts to persons and property.
- C.6.4.8** The Contractor shall, safeguard District property against fire, theft, vandalism, and illegal entry.
- C.6.4.9** The Contractor shall, prevent entry of firearms and contraband.
- C.6.4.10** The Contractor shall, prevent and report safety and security violations, risks, damage, misuse, larceny/theft, or any other improper or unlawful threats, or disposition of District or personal property to the COTR or designated Point(s) of Contact (“POC”).
- C.6.4.11** The Contractor shall, ensure safety and security are monitored twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year, including all weekends and holidays.
- C.6.4.12** The Contractor’s Special Police Officers (SPO’s) shall be responsible for the discovery, reporting, and detain persons attempting to gain unauthorized access to or having unlawfully entered a property or secured areas; this includes monitoring building intrusion detection systems, conducting random roving patrols and all other related duties as

determined by the COTR. Contractor shall turn over all reports and detainees to PSD and/or MPD as required by PSD policy.

- C.6.4.13** The Contractor shall, ensure security guards assigned to access/egress posts are knowledgeable of the location and use of the nearest first aid kit, fire extinguisher, fire alarm, emergency exit, and duress alarm (if any), and shall be ready, willing, and able to use them as necessary and as required by the Post Orders (PO).
- C.6.4.14** The Contractor shall, respond, as necessary, to support other life safety duties as identified in Post Orders (POs) and Standard Operating Procedures (SOPs).
- C.6.4.15** The Contractor shall, report immediately to the COTR or Facility Manager (at the site location) all potentially hazardous conditions and items in need of repair, such as inoperative lights, locks, security hardware, broken or slippery floor surfaces, and blocked emergency routes or exits. All such notifications shall be memorialized in the Activity Log.
- C.6.4.16** The Contractor shall, require a guard who has placed an individual under arrest (SPOs only) to immediately alert his/her Contractor (agency) supervisor, the on-duty PSD Watch Commander, the PSD CCC, and the Metropolitan Police Department (MPD) of the District of Columbia, to request prisoner transportation to an MPD facility for booking and processing.
- C.6.4.17** The Contractor shall, abide by the instructions of the PSD Watch Commander. The Contractor supervisory personnel and the PSD Watch Commander shall ensure that the COTR is thoroughly advised of the situation.
- C.6.4.18** The Contractor shall, memorialize all contact with the COTR in the activity log. In the absence of actual COTR notification, the Contractor shall ensure that the PSD CCC is contacted for instruction from the on-duty PSD Watch Commander, with such annotations made in the activity log.
- C.6.4.19** The Contractor shall, cooperate with and assist law enforcement agencies in connection with crimes committed against DC government, including maintaining the scene to protect possible evidence in accordance with established procedures for criminal and administrative investigations under the law.
- C.6.4.20** The Contractor shall, implement and maintain Security Directives Manuals and or Post Orders for each post or function staffed by security personnel. The guards are responsible for familiarizing themselves with the content of the manuals and must demonstrate their knowledge and understanding. The manuals shall include the following documents: All security-related internal and external policies, plans, and procedures.
- a. Established general orders that contain security functions that apply to all sites and all posts.
 - b. Established post orders that are specific to the work requirements of the post or function at the specific site. These contain any necessary direction and/or detail for the operation of the individual post(s). The Contractor is responsible for

monitoring, identifying, and updating the content of the existing Security Directives Manuals, in coordination with the COTR.

C.6.4.21 The Contractor shall provide, (at its own expense) all working materials/documents necessary to perform the services required hereunder, including but not limited to (i) documents (e.g., incident report) and (ii) log sheets.

C.6.4.22 The Contractor shall, provide a plan and coordinate resources to support all PSD spot checks, security checks, or other specialized PSD quality of service/work checks performed by the District.

C.7 CONTRACT SECURITY OFFICER (CSO) STAFFING

C.7.1 The Contractor shall staff various District owned, leased, operated and or occupied properties for up to 24 hours per day, 365 days per year, including holidays with trained and certified professional armed and unarmed uniformed security guards and security guard supervisors who are professional and courteous. The Contractor is responsible for fully staffing and sustaining operations to support the PSD mission. The Contractor may use a combination of full-time and part-time Contract personnel to fulfill these staffing requirements.

C.7.1.1 The Contractor shall designate a Project Manager who shall be responsible for the coordination and completion of all Contract administrative and reporting requirements defied by this Contract.

C.7.1.2 The Contractor shall support routine Security Guard activities and be able to support these activities during periods of inclement weather, emergencies (actual or declared), or should it become necessary to temporarily relocate to a selected alternative site for emergency or test scenarios. The Contractor shall be responsible for extending normal Security Guard operations to any such expanded locations as requested by the COTR.

C.7.1.3 The Contractor shall provide staffing to cover all posts and duty hours as required by this SOW. No employee of the Contractor shall provide more than twelve (12) hours of service on one (1) or more Contracts in a twenty-four (24) hour period unless the work periods are separated by an eight (8) hour non-duty period. This limitation may be waived by the COTR in situations deemed to constitute an emergency, e.g., severe weather, civil disturbance, or other unusual events. The Contractor shall obtain written confirmation of a waiver from the COTR for each instance.

C.7.1.4 The Contractor shall be responsible for satisfactory employee performance and for maintaining, at a minimum, industry standards of employee competency, conduct, appearance, and integrity. SO's must give undivided attention to the job and perform the job professionally as follows:

- a. All personnel shall always act in a professional manner.
- b. Always treat all persons with dignity and respect.
- c. Be pleasant and show genuine interest in aiding the public.

- d. Are free of alcohol and drugs. The use of alcohol and illegal drugs or narcotics or being under their influence while on District property and/or while on duty is prohibited in accordance with **Section [K]**;
- e. On duty guards must never leave the post without being properly relieved.
- f. Profane language by security personnel shall not be tolerated.
- g. Do not disturb papers on desks, open desk drawers or cabinets, or use District's equipment or telephones, except as authorized.
- h. Adhere to standards of behavior that reflect credit on themselves, their employer, and the District.
- i. Be physically able and equipped to perform tasks as assigned.
- j. Gambling in any form while on duty or on District property is prohibited.

C.7.2 Reporting for Duty

- C.7.2.1** The Contractor employees shall report for duty on time, in full uniform and equipped with all necessary security equipment mandated herein and as designated by the Post Orders. Any employee violating these standards shall be removed from his/her post until such time as they comply.
- C.7.2.2** 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 20% greater surplus of personnel 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.
- C.7.2.3** The Contractor will be paid for armed/unarmed security guard personnel services hours, order by a specified Task Order **Section [G.11]**, based on an approved schedule established by DGS and in accordance with the Contract hourly labor rates for the respective period.
- C.7.2.4** Holiday dates will vary from year to year and the COTR will provide the Contractor with a list of District and Federal recognized holidays for the following calendar year. The Contractor shall provide Services 24/7, 365 days a year. In accordance with **Section B.4** the Contractor's price for services include consideration for all direct and indirect cost of services including holiday and overtime paid to the Contractor's employees.

New Year's Day
 Dr. Martin Luther King, Jr.'s Birthday
 Presidential Inauguration Day (when applicable)
 Washington's Birthday
 DC Emancipation Day
 Memorial Day

Juneteenth National Independence Day
Independence Day
Labor Day
Indigenous Peoples' Day
Veterans Day
Thanksgiving Day
Christmas Day

C.7.2.5 Relief Officers

The Contractor shall assign either Security Officers (SOs) or Special Police Officers (SPOs) (whichever is applicable) to provide rest and/or lunch breaks for all assigned posts **at no additional cost to the District**. All roving officers and members of management **shall not** be utilized as relief officers for breaking purposes. The relief officer shall be minimally as qualified as the person being relieved and assume all duties and responsibilities of the post during the relief period (e.g., an Armed SPO may only be relieved by another fully qualified Armed SPO and the same applies to both unarmed SPO and a SO).

C.8 POST ORDERS

C.8.1 Post Orders are documents shall be created, issued, and maintained by DGS for all Locations. Site-Specific Post Orders are unique to the requirements of the Location or the Post to which they apply. Both General Post Orders and Site-Specific Post Orders are to be followed by the Contractor and its employees completely and at all times.

C.8.2 At each fixed post, the District will furnish, and the Contractor shall maintain the Post Orders in separate loose-leaf binders. The binder will contain only duty-related instructions pertinent to that specific post. The Post Orders shall not be removed from the property or be reproduced or copied in any manner without the prior written consent of PSD.

C.8.3 The Contractor shall post proposed changes in the Post Orders and the updates thereof, after approval by the COTR.

C.8.4 Contract Security Guards must abide by the approved Post Orders. Except for emergencies, no deviations from Post Orders shall be made. The Post Orders shall define the basic work to be performed at each post including: the exact hours of duty; the time and location of movements of Roving Patrol posts, where applicable; and detailed specific responsibilities for each fixed post.

C.8.5 In the event that PSD implements an automated or electronic post order system, the Contractor's employees shall utilize this new process.

C.8.6 The Contractor shall provide documentation, testimony and information for investigations, hearings, and litigations regarding posts, as required.

C.8.7 With its own resources and at no cost to the District, twice a fiscal year (at a minimum), the Contractor shall conduct site/post-specific orientation and training to ensure assigned

Security Guards are familiar with the location and understand the general Post Orders, Site-Specific Post Orders and understand their responsibilities.

C.8.8 Security guards shall properly operate all security equipment on post, such as X-ray machines and magnetometers. No security guard shall be permitted to work alone on any post containing security equipment without prior training on that specific equipment. No equipment will be modified and or relocated without the expressed, written consent of the PSD Threat Management Section (“TMS”). The Contractor shall be held responsible for all repairs and associated cost resulting from negligence or misuse of any such equipment.

C.8.9 Security guards will be required to conduct and report on security equipment performance tests as directed in the Post Orders. Daily, weekly, or monthly performance tests may be conducted on security equipment such as walkthrough and hand-held magnetometers, x-ray machines, ionizers, air samplers, undercarriage inspection systems, active traffic barriers, and other automated security devices. The results of the tests are to be recorded on an appropriate form provided by the Government as directed in the Post Orders.

C.9 PERSONNEL

The Contractor shall have the flexibility and capability to provide varying numbers of Security Guards in the Service Planning Areas (“SPA”); in addition to the staffing requirement outlined in **Exhibits J.6**, Minimum Staffing for Applicable SPA, of this SOW, the Contractor shall have a minimum of 20% additional Contract personnel who are background-cleared, trained, certified, and equipped **shall be available for deployment at any time** by the Contractor throughout the term of the Contract.

C.9.1 There are two (2) main types of Contract Security Officers: Special Police Officers (SPOs) and Security Officers (SOs). At no additional cost to the District, the Contractor shall obtain all licenses and permits required for each guard and/or supervisor to serve as an armed guard (where required by post orders). Armed guards must carry their firearm license/permits/Commissions on their person while on duty, as required under the licensing guidelines. Failure by an armed guard to carry a valid firearm certificate/permit/Commission while on duty shall result in the guard being removed from the armed post until the certificate or permit is obtained. All armed guards shall have a Carry Permit or proper state certification to carry weapons off site. Guards must have the ability to travel to and from their duty place with their firearm. Locations requiring “unarmed” guards shall be identified as such in the “Post Coverage Schedule”.

C.9.2 Minimum Personnel Qualifications

The Contractor shall not assign personnel to this Contract that do not meet the requirements of **(i)** DCMR Title 6A, Section 1102 (Criminal History) or do not meet the minimum requirements for **(ii)** DCMR Title 17 (Business, Occupations, and Professionals) Chapter 21 (Security Officers and Security Agencies), Subsection 2104.1 (Eligibility Requirements - Criminal Convictions):

DCMR Title 6A, Section 1102 (Criminal History)

<https://www.dcregs.dc.gov/Common/DCMR/RuleList.aspx?ChapterNum=6-A11>

DCMR Title 17 Chapter 20 (Business, Occupations, and Professionals)

Chapter 21 (Security Officers and Security Agencies)

<https://www.dcregs.dc.gov/Common/DCMR/RuleList.aspx?ChapterNum=17-21>

Subsection 2104.1 (Eligibility Requirements - Criminal Convictions)

<https://www.dcregs.dc.gov/Common/DCMR/SectionList.aspx?SectionNumber=17-2104>

- C.9.2.1** No person shall be commissioned or employed as a Special Police Officer, nor shall an existing Special Police Officer have a commission renewed, until the Mayor or his/her designee, has conducted a criminal history check of the applicant through the record systems of the Federal Bureau of Investigation (FBI) and the Metropolitan Police Department (MPD).
- C.9.2.2** An applicant shall be ineligible to be commissioned as a Special Police Officer if that applicant has ever been convicted of, pled guilty or *nolo contendere* to, or been given probation before judgment for any offense in any jurisdiction that would be a crime of violence, as defined in D.C. Official Code § 23-1331(4), if committed in the District of Columbia.
- C.9.2.3** If an applicant has ever been convicted of, pled guilty or *nolo contendere* to, or been given probation before judgment for any offense, other than a crime of violence, as defined in D.C. Official Code § 23-1331(4), in any jurisdiction that would be a felony if committed in the District of Columbia, the applicant shall be ineligible to be commissioned as a Special Police Officer for ten (10) years following the applicant's release from incarceration and the conclusion of any court-ordered parole, probation, or supervision relating to that offense.
- C.9.2.4** If an applicant has ever been convicted of, pled guilty or *nolo contendere* to, or been given probation before judgment for any offense, other than a crime of violence, as defined in D.C. Official Code § 23-1331(4), or traffic offense, in any jurisdiction that would be a misdemeanor if committed in the District of Columbia, the applicant shall be ineligible to be commissioned as a Special Police Officer for five (5) years following the applicant's release from incarceration and the conclusion of any court ordered parole, probation, or supervision relating to that offense.
- C.9.2.5** If an applicant has ever been convicted of, pled guilty or *nolo contendere* to, or been given probation before judgment for any offense, in any jurisdiction that would be a misdemeanor sexual abuse if committed in the District of Columbia, the applicant shall be ineligible to be commissioned as a Special Police Officer for ten (10) years following the applicant's release from incarceration and the conclusion of any court-ordered parole, probation, or supervision relating to that offense.
- C.9.2.6** To evaluate an application for a Special Police Officer commission, the Mayor or his/her designee, shall also consider:
- a. An applicant's arrest history.

- b. An applicant's conviction history.
- c. Any court finding of an applicant's mental incompetence that has not been removed or expunged.
- d. An applicant's history of criminal traffic offenses.
- e. The bearing, if any, the criminal offense for which the person was previously convicted will have on his or her fitness or ability to perform one or more duties or responsibilities of a Special Police Officer.
- f. The time that has elapsed since the occurrence of the criminal offense or court finding of mental incompetence.
- g. The age of the applicant at the time of the occurrence of the criminal offense or court finding of mental incompetence.
- h. The frequency and seriousness of the criminal offense.
- i. Any information produced by the applicant, or produced on his or her behalf, in regard to his or her rehabilitation and good conduct since the occurrence of the criminal offense or court finding of mental incompetence; and
- j. Any material misstatement, including, but not limited to, a false statement or omission in the commission application; the commission shall be subject to denial, suspension, or revocation for any such material misstatement.

C.9.2.7 If a Special Police Officer is arrested, the Special Police Officer shall report the arrest to the Mayor via the COTR or Associated Director (“AD”) of PSD within two (2) business days. The commission of such Special Police Officer shall be suspended immediately by the Mayor or his/her designee, and the security agency shall be notified of such suspension immediately, pending further disposition. If a Special Police Officer fails to report an arrest as required by law, the Special Police Officer's commission shall be summarily revoked.

C.9.2.8 The District shall conduct random criminal history checks of Special Police Officers through the record systems of the Metropolitan Police Department (“MPD”). The commission of any Special Police Officer whose record indicates an unreported arrest or conviction shall be summarily revoked, and the security agency shall be notified of such revocation immediately. The commission of any Special Police Officer whose record indicates an outstanding warrant shall be suspended immediately, and the security agency shall be notified of such suspension immediately, pending further disposition.

C.9.2.9 Notwithstanding any other law or regulation, the information obtained from criminal history checks conducted pursuant to this Contract and considered by the Mayor or his/her designee, shall not be limited by the date of the offense nor shall the information obtained and considered be limited to arrests resulting in conviction.

C.9.2.10 The 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.

C.9.2.11 The Contractor shall be responsible for maintaining satisfactory standards of employee competency, appearance, and integrity, and shall be responsible for taking action to ensure that Contract employees maintain such standards. All Contractor employees shall be citizens of the United States of America or authorized to work herein.

C.9.2.12 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 DLCP/SOMB certification or commissioning process (as amended).

C.9.2.13 The Contractor is subject to 17 DCMR 2103, “ELIGIBILITY REQUIREMENTS - HEALTH”, which requires:

[<https://www.dcregs.dc.gov/Common/DCMR/SectionList.aspx?SectionNumber=17-2103>]

- a. Each applicant for certification shall be required to submit a physician's certificate stating, to the best of the physician's knowledge after examining the applicant, the following:
 - i. The applicant is not presently addicted to drugs or alcohol.
 - ii. The applicant is not suffering from any debilitating mental defect or disorder.
 - iii. The applicant is not suffering from serious heart disease, severe epilepsy, or other physical defect which might cause substantial loss of control in situations of severe stress.
- b. When testing for epilepsy or other physical defects which might involve substantial costs to determine, the doctor may rely upon the sworn statement of the applicant, under oath. The doctor must give his or her affirmation to the same effect.
- c. In cases where certification is requested concurrent with or as a condition of employment with a security agency or an employer, the security agency or employer shall certify the health of the applicant.
- d. Each applicant shall be required to pass a drug screening administered by the security agency or employer upon initial application and upon application for certification renewal.
- e. Security officers shall be subject to reasonable suspicion drug and alcohol testing by the security agency or employer.

- i. For the purposes of this section, the term “reasonable suspicion” means the officer is impaired while on duty.
- f. Security agencies or employers shall immediately notify the Department of any unexplained positive tests.
- g. The certification of a security officer who fails a reasonable suspicion drug or alcohol test shall be summarily revoked.
 - i. For the purposes of this section, the term “fails” means:
 - I. The officer's blood contained more than .03%, by weight, of alcohol, or the officer's urine contained more than .04%, by weight, of alcohol, or that at the time of the test more than .14 micrograms of alcohol were contained in 1 milliliter of his or her breath, consisting of substantially alveolar air; or
 - II. The drug test detected the presence of a controlled substance in the officer's blood or urine.

C.10 STAFFING

C.10.1 Security Officers (SOs) - shall be at least eighteen (18) years old, possess a high school diploma or GED and have two (2) years of experience, and demonstrate as such:

- a. The ability to meet and deal successfully with the general public and to read, write and speak the English language fluently.
- b. The ability to read, understand, and apply printed rules, detailed orders and directives, instructions, and training materials.
- c. The ability to maintain poise and self-control under duress.
- d. The ability to construct and write clear, concise, accurate and detailed reports in English and basic computer skills.
- e. The ability, skill, and knowledge to properly utilize portable radios, X-Ray machines, magnetometers, and other hand-held electronic detection devices (wands) in order to detect contraband, weapons and any other prohibited or illegal items, destructive or incendiary devices, whether on the person or secreted within packages, bags, cases or other containers that are carried, possessed or under the control of persons entering District facilities to which assigned; and
- f. Maintain a Security Officer (SO) license for the duration of employment.

C.10.2 Commissioned Special Police Officer (SPO) - shall include the qualifications listed above for the Security Officer and, in addition, all qualifications stipulated in the District of Columbia Municipal Regulations, Title 6A.; Subsection 1100, as amended, as follows:

<https://www.dcregs.dc.gov/Common/DCMR/SectionList.aspx?SectionNumber=6-A1100>

No person shall be appointed as a special police officer under the Act of March 3, 1899 (D.C. Official Code § 4-114) (1981) or R.S.D.C. No. 378 and 379, June 11, 1878 (D.C.

Official Code § 4-130) (1981) (**Now D.C. Official Code § 5.129.02**) unless he or she meets the following requirements:

- a. Have reached the age of twenty-one (21) years;
- b. Be a citizen of the United States;
- c. Be of good moral character;
- d. shall be approved for appointment by the Chief of Police, shall possess a high school diploma or a general equivalency diploma, or one year of experience as a special police officer in the District of Columbia, shall be able to read, write, and speak the English language, and shall be certified by a licensed physician as physically and psychologically fit to perform the duties of a special police officer;
- e. An applicant who has been dishonorably discharged from the military shall be ineligible to be commissioned as a special police officer;
- f. Special police officers shall be required to satisfactorily complete pre-assignment, on the-job, and in-service training programs which have been prescribed and approved by the Mayor;
- g. Pre-assignment training shall include at least sixteen (16) hours of training on arrest powers, search and seizure laws, the District of Columbia Official Code, and the use of force. Pre-assignment training shall include an additional twenty-four (24) hours of training generally relating to the special police officer's duties and specifically including:
 - a. Terrorism awareness, including building evacuation, unattended packages, and unknown substances;
 - b. Emergency procedures, including evacuation and first-aid; and
 - c. Customer service and interaction with tourists;
- h. Special police officers shall satisfactorily complete a 16-hour, on-the-job training course within ninety (90) working days following employment, and an 8-hour annual in-service training course;
- i. Special police officers shall also satisfy all additional initial and re-qualification training standards for firearms and other equipment, as applicable;
- j. Nothing herein shall be construed to prohibit a security agency from voluntarily providing training programs and courses which exceed the minimum requirements of this chapter. Upon satisfactory completion of a required training course, a special police officer shall receive from his or her employer a certificate evidencing satisfactory completion thereof.

C.11 PRE-ASSIGNMENT TRAINING

The Contractor shall include an additional forty-eight (48) hours of training generally relating to the Special Police Officer's duties, including:

- a. Terrorism awareness, building evacuation, unattended packages, and unknown substances
- b. Emergency procedures, including evacuation, cardiopulmonary (CPR) and automated external defibrillator (AED) training, and a First Aid program.
- c. Cultural competency and individual rights, including the Human Rights Act of 1977, effective December 13, 1977 (D.C. Law 2-38; D.C. Official Code §§ 2-1401.01 et seq.), and the Bias-Related Crime Act 1989, effective May 8, 1990 (D.C. Law 8-121; D.C. Official Code §§ 22-3701 et seq.).
- d. Active shooter.

- e. Individuals in health and mental health crisis.
- f. De-escalation procedures.
- g. Biased-based policing.
- h. The record and arrest management system of the Metropolitan Police Department; and
- i. Community policing, if there is the possibility of being assigned to a park, recreation center, residential building, or community.

C.11.1 Special Police Officers (SPOs) shall satisfactorily complete:

- a. Within eighty (80) working hours following employment and before being assigned to a post by themselves, twenty-four (24) hours of on-the-job (OJT) training with a Special Police Officer who has at least one (1) year experience; and
- b. Twenty-four (24) hours in annual in-service training courses.

C.11.2 Special Police Officers licensed to carry a firearm shall satisfy:

- a. At least forty (40) hours of initial firearms training.
- b. At least eight (8) hours of requalification training twice a year, representing sixteen (16) total hours, as applicable; and
- c. All additional initial and re-qualification training standards for other equipment, as applicable.
- d. Nothing herein shall be construed to prohibit a security agency from voluntarily providing training programs and courses which exceed the minimum requirements of this Contract. Upon satisfactory completion of a required training course, a Special Police Officer shall receive from his or her employer a certificate evidencing satisfactory completion thereof. A security agency must also maintain records of all training provided to its Special Police Officer employees, and shall, upon demand, produce and provide copies of these training records to the PSD.
- e. Maintain a current Special Police Officer (SPO) commission for the duration of employment.

C.11.3 Relief Officers – Shall possess all requisite training and minimum qualifications for the post being relieved/assigned.

C.12 ROVING CONTRACT SECURITY OFFICERS

The Contractor shall establish a group of SPOs to provide roving patrol. These officers will be deployed as directed by PSD Watch Commander or COTR. The CSO rovers will be primarily used to provide targeted, random, and flexible property security coverage across the District. The CSO rovers may be assigned to any property or post in the District,

for a given period of time. The total number of available CSO rovers will be determined by PSD operations level and must be approved by PSD at the start of each month. The Contractor shall provide and maintain a minimum of three (3) vehicles to be used for roving patrols. Vehicles make, model and markings must be approved by PSD within 10 days after award.

- a. Roving Security Guards will be responsible for maintaining logs, reports, and files of all incidents and occurrences encountered during the patrol tour. Patrol duties will be performed in a professional manner, with the Security Guards responsible for observing the environment, and, when necessary, questioning those persons whose activities arouse suspicion. Patrol Security Guards will serve as the first responder to all security alarms and emergencies occurring within the area of assignment.
- b. Some posts may require a combination of fixed hours at a security guard booth and roving patrols. Security guards should adhere to the patrol schedule as outlined in the post orders or as directed by the COTR.

C.12.1 Temporary Additional Security (TAS)

The Contractor shall provide CSO's on an as needed basis in response to District agency ASR. The Contractor shall primarily use CSO vehicle rovers for this requirement.

- a. The COTR will provide twenty-four (24) hour notice of the requirement for increased staffing; however, as few as four (4) hours (or less) notice may be provided in exigent circumstances.
- b. The TAS CSO's shall minimally have the same qualifications as the officer being temporarily replaced and shall take full and complete charge of the post assigned and/or the duties from the employee he or she relieves, including all Post Orders, the Activity Log, and any equipment maintained at the assigned post.
- c. The TAS must be in complete uniform, appropriately groomed, with all required equipment for the license or commission held.

C.13 CONTRACT SECURITY OFFICER (CSO) DUTIES

The Contractor's employees' duties shall include, but are not limited to:

- a. Serving at a fixed post.
- b. Making rounds on foot (roving patrol) or by motor vehicle.
- c. Escorting persons on Government-owned and leased property.
- d. Screening persons, vehicles, packages, and other items, both electronically and physically, if necessary.
- e. Providing relief breaks.
- f. Aiding visitors and Government clients by answering questions and providing

directions.

- g. Assisting with security assessment information and data collection.
- h. The duties for each assigned post are detailed in the facility Post Orders that include the performance requirements of the duty station (post). The Contractor shall ensure Post Orders are adhered to at all times. Any deviation from the Post Orders requires a written confirmation of permission from the COTR.
 - 1. Any requests received by the Contractor's employees to perform duties not specified in this Contract, detailed in the Post Orders, or authorized by the COTR, shall be referred to the COTR. If the requests are deemed appropriate, the COTR shall have written instructions prepared and recorded in the Special Instructions Log (maintained at the CCC) with the date and time associated with the request and approval. Thereafter, the Contractor shall ensure that the approved request is fulfilled.

C.13.1 Relief Officers – The Contractor shall ensure that Relief Officers relieve other security employees at their assigned posts for breaks. Each security employee shall receive a rest/lunch break of one half-hour (1/2 hour) each shift. The Relief Officer shall minimally have the same qualifications as the officer being temporarily replaced and shall take full and complete charge of the duties from the employee he or she relieves, including all Post Orders, the Activity Log, and any equipment maintained at the post. A (Contracted) Roving Officer or member of management shall not relieve a Security Officer at a post for breaking purposes. All Relief Officers shall sign in and out on the Activity Log, documenting their assumption of the post.

C.14 PERSONNEL APPEARANCE

The Contractor's employees shall perform all Contract functions in full uniform and properly groomed until the end of their full tour of duty or until properly relieved from duty.

C.14.1 The Contractor shall submit within three (3) working days after being requested by the COTR a copy of its dress code, grooming standards and a prototype of the recommended SOMB-approved uniform for all employees and sub-Contractors. Uniforms and equipment should include but is not limited to items such as: shirts (with approved patches), trousers, ties, blazers, name tag, gloves, jacket, socks, shoes, handcuffs (if applicable), flashlights, badges, caps, coats, raincoats, rain boots, belts, and other items as deemed necessary by the Contractor. PSD reserves the right to approve the uniform and items of equipment.

C.14.1.1 The Contractor shall furnish and maintain properly fitted uniforms and equipment in accordance with uniform and equipment approval received by the Contractor from PSD, COTR, and SOMB.

C.14.2 UNIFORM

The Contractor shall ensure all personnel working under the Contract wear an officially approved uniform (approved by SOMB), to be provided by the Contractor, which complies with all requirements contained in the "Enhanced Professional Security Amendment Act of 2006" and DCMR 6A, Subsection 1109, as amended:

C.15 CSO SCHEDULING

All deployment schedules shall be provided to the COTR monthly and immediately upon posting any changes. PSD and the COTR reserve the right to request changes in the work schedules at any time with reasonable lead time (24 hours) for the requested modifications.

C.15.1 The Contractor shall provide to the COTR on a daily basis, a certification that all posts are covered within 30 minutes after the beginning of each shift in the form of a Shift Accountability Report.

C.16 TRAINING

The Contractor shall be responsible for training all employees performing under this Contract, issue training certifications, and maintain records of all training provided.

C.16.1 The Contractor shall ensure that all personnel performing under this Contract have satisfactorily completed the following, applicable pre-assignment on-the-job (OJT), and in-service training programs prescribed by the Mayor:

C.17 SPECIAL POLICE OFFICERS (SPO) DCMR 6A, APPOINTMENT: GENERAL PROVISIONS SUBSECTION 1100.7 (F):

<https://www.dcregs.dc.gov/Common/DCMR/RuleList.aspx?ChapterNum=6-A11>

C.17.1 Re-assignment Training:

C.17.1.1 Pre-assignment Training:

- a. Part I (32 hours) covering:
 - i. Arrest Powers
 - ii. Search and Seizure
 - iii. D.C. Official Code
 - iv. Use of Force, including:
 - v. Prohibition of the Use of Carotid Neck Restraint Techniques
 - vi. Prohibition regarding Knees in the Back/Neck Area
 - vii. Warning on Positional asphyxia
- b. Part II (48 hours) covering:
 - i. General SPO duties
 - ii. Terrorism awareness, including:
 - iii. Building evacuation
 - iv. Unattended packages
 - v. Unknown substances
- c. Emergency procedures, including Evacuation Cardio-pulmonary resuscitation (CPR) Automated external defibrillator (AED) First Aid program
- d. Cultural competency and individual rights, including

- e. D.C. Human Rights Act of 1977
- f. Bias-Related Crime Act
- g. Active Shooter
- h. Police interaction with persons with health or mental health crisis issues, including substance abuse
- i. De-escalation procedures
- j. Biased-based policing
- k. MPD's records and arrest management systems
- l. Community policing (for assignments at parks, recreation centers, residential buildings, or community)

C.17.1.2 On-the Job Training (OTJ) – Within (80) working hours following employment and before being assigned to a post by themselves, twenty-four (24) hours of on-the-job (OJT) training with special police officer (SPO) who has at least one (1) year experience.

C.17.1.3 Annual In-Service Training – Twenty-four (24) hours in annual in-service training courses in accordance with PSD's Annual Training Plan provided by the COTR or his/her designee for each year of the Contract.

C.17.1.4 Firearms Training Requirements (Armed Special Police Officers Only)

- a. All Special Police Officers (SPOs) licensed to carry a firearm shall satisfy:
- b. At least forty (40) hours of initial firearms training; and
- c. At least eight (8) hours of requalification training twice a year, representing sixteen (16) total hours, as applicable, for each year of the Contract.

C.17.2 **Training Standards for All Other Equipment and Weapons** – all special Police Officers authorized to carry other non-lethal weapons shall receive initial and re-qualification training for all other authorized equipment and weapons, to include Aerosol

chemical spray (OC spray); ASP or baton training; and proper handcuffing techniques, as applicable. The training standards shall be provided by the COTR or his/her designee.

C.18 SECURITY OFFICERS (SOS) DCMR 17, SUBSECTION 2108 (EXAMINATION AND TRAINING)

<https://www.dcregs.dc.gov/Common/DCMR/SectionList.aspx?SectionNumber=17-2108>

C.18.1 Pre-assignment Training:

- a. At least twenty-four hours (24) of training generally related to the security
- b. Officer's duties and specifically including:
- c. General SPO duties
- d. Terrorism awareness, including:
 - i. Building evacuation
 - ii. Unattended packages
 - iii. Unknown substances
- e. Emergency procedures, including Evacuation Cardio-pulmonary resuscitation (CPR) Automated external defibrillator (AED) First Aid program
- f. Cultural competency and individual rights, including
 - i. D.C. Human Rights Act of 1977
 - ii. Bias-Related Crime Act
- g. Active Shooter
- h. Police interaction with persons with health or mental health crisis issues, including substance abuse
- i. De-escalation procedures
- j. Biased-based policing
- k. Community policing (for assignments at parks, recreation centers, or residential buildings or community)

- C.18.2** On-the-Job Training (OTJ) – Security Officers shall satisfactorily complete a sixteen (16) hour on-the-job (OTJ) training course within (30) working days following employment.
- C.18.2.1** Annual In-Service Training – Eight (8) hours in annual in-service training courses in accordance with PSD’s annual Training Plan provided by the COTR or his/her designee for each year of the Contract.
- C.18.3** **Training Rosters** – Training rosters and certifications (including valid license numbers and expiration dates) of individuals to be assigned to this Contract shall be submitted to the COTR during the transition period and prior to any new personnel being assigned and shall contain the following minimum information, *no later than thirty (30) days post award*: name and position of employee; date of training/completion; course title; number of hours of training in subject matter; name of instructor; and all test scores (as evidence of transfer of knowledge). New employees hired by the Contractor shall not report for duty until this training has been completed or certified.
- C.18.3.1** The Contractor shall review and certify that all employees previously employed by another security agency and received that other security agency’s pre-assignment training meet the requirements of this Contract.
- C.18.4** **Training Materials and Instruction** – 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, giving the COTR a minimum of ten (10) business days to review and approve. The COTR (or the PSD Training Specialist) shall 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 a course schedule for a six (6) month period.
- C.18.4.1** The Contractor shall only utilize instructors who specifically meet the minimum standards for Special Police Officer (SPO) training; and DCMR, Title 17, Subsection 2108 as amended, for Security Officer (SO) training.
- C.18.4.2** The Contractor shall ensure that all instructors are certified/approved by the Department of Licensing and Consumer Protection (DLCP) under DCMR, Title 17, Subsection 2108 for Security Officer training and for Special Police Officer training.
- C.18.4.3** The Contractor shall provide a copy of an instructor’s resume to the COTR upon request. Verification of qualification will include copies of all required approvals/certifications.
- C.18.5** **In-service Training** – The Contractor shall ensure that all employees complete the required in-service training by the dates indicated for all employees (initial) and new hires and every year of the Contract. Additionally, managers and supervisors shall receive sixteen (16) hours of management / supervisory training annually for the duration of the Contract. Documentation of completed initial and annual in-service and supervisory training requirements shall be submitted to the COTR quarterly, as specified.
- C.18.6** **Basic and Pre-Assignment Training Curriculum** – The Contractor’s Basic and Pre-Assignment Training Program shall be in accordance with 6A DCMR 1100 & 17 DCMR

2108, **as amended**, and shall include at minimum the following courses in accordance with this Contract:

Basic Training Curriculum

Basic Training Curriculum	
Course Title	Minimum# of Hours
Post Orders	2.0 hours
Handling Individuals with Service Animals	1.0 hour
Alarm and Video Monitoring	1.0 hour
Patrol (Rover) Techniques	1.0 hour
Magnetometers, X-rays and Screening Equipment	2.0 hours (practical "hands -on" training)
Observation and Description Techniques	1.0 hour
Preservation of Evidence	1.0 hour
Criminal and Civil Law	4.0 hours
Sexual Harassment	1.0 hour
Drugs and Alcohol	1.0 hour
Civil Disobedience	1.0 hour
Conflict Resolution/Public Relations	1.0 hour
Customer Service	2.0 hours
19 HOURS	

SPECIAL POLICE OFFICER (SPO) CURRICULUM

Pre-assignment, Contract			
Training Type	Requirement	Course Title	Minimum # of hours
Administrative	Contract	Introduction to DC Government/PSD	1.0
Administrative	Contract	Uniforms, Equipment, and Grooming	1.0
Administrative	Contract DC Ethics Manual	Ethics	1.0
Administrative	Contract	Conduct on Duty	1.0
Administrative	Contract	Court Preparation and Appearances	1.0
Basic Training	Contract	Basic Training Curriculum as detailed above	19.0
24 HOURS			
Pre-assignment, Part I Certified Instructor Required			
Pre-Assignment	6A DCMR 1100 as amended	<ul style="list-style-type: none"> • Arrest powers • Search and seizure • D.C. Official Code • Use of force 	16.0
16 HOURS			
Pre-assignment, Part II Certified Instructor Required			
Pre-Assignment	6A DCMR 1100 as amended	<ul style="list-style-type: none"> • Terrorism awareness, including building evacuation, unattended packages, and unknown substances 	24.0

		<ul style="list-style-type: none"> • Emergency procedure, including evacuation and first-aid; and • Customer service and interaction with tourists 	
24 HOURS			

SECURITY OFFICER (SO) CURRICULUM

Pre-assignment, Contract			
Training Type	Requirement	Course Title	Minimum # of hours
Administrative	Contract	Introduction to DC Government/PSD	1.0
Administrative	Contract	Uniforms, Equipment, and Grooming	1.0
Administrative	Contract DC Ethics Manual	Ethics	1.0
Administrative	Contract	Conduct on Duty	1.0
Administrative	Contract	Interaction with Tourists	1.0
Basic Training	Contract	Basic Training Curriculum as detailed above	19.0
24 HOURS			
Pre-assignment Approved Instructor Required			
Pre-Assignment	17 DCMR 2108 as amended	(a) Terrorism awareness, including building evacuation, unattended packages, and unknown substances; (b) Emergency procedures, including evacuation and first-aid; and (c) Customer service and interaction with tourists.	24.0
24 HOURS			

C.18.7

Firearms Training – The Contractor shall be bound by the regulations promulgated by MPD, SOMB, and codified in DCMR Title 6A, Chapter 11, for firearms training curricula and successful completion thereof. Proof of satisfactory completion of initial firearms training and qualification (40 hours) and required biannual re-qualification (8 hours, twice a year for 16 hours total) shall be provided to the COTR on an annual basis, and whenever new employees are selected for work under the Contract.

Firearms Training Certified Instructor Required			
Training Type	Requirement	Course Title	Minimum # of hours
Firearms Training – Armed SPOs	6A DCMR 1100, as amended	<ul style="list-style-type: none"> • At least 40 hours of initial firearms training • At least 8 hours of firearms re-qualification training twice (2x) per 	40.0

As applicable	The Contract	year, representing 16 total hours.	16.0
		Additional initial and re-qualification training standards for other weapons and equipment, as applicable <ul style="list-style-type: none"> • ASP baton • OC Spray • Handcuffing Techniques • Police baton (wood)-SO only <i>Notwithstanding anything to the contrary, instructors providing firearms training shall meet the Firearms Training Instructor Certification requirements pursuant to § 2347 of Title 24 (Public Space and Safety) DCMR.</i>	8.0

- C.18.7.1** The Contractor shall abide by the provision of DCMR 6A, Chapter 11, as amended, for all training requirements.
- C.18.7.2** The COTR shall request the names and DLCP credentials of each training instructor and require the physical location and time of each training.
- C.18.8** **On the Job (OJT) and Job Site Orientation Training** - The Contractor shall ensure that employees assigned to this Contract receive the mandated on-the-job (OJT) training and appropriate job site orientation training as listed below:

Special Police Officers (SPOs)			
Training Type	Requirement	Course Title	Minimum # of hours
On-the Job (“OJT”) Training			
Initial On- the- Job Training – All SPOs	6A DCMR 1100, as amended, and the Contract	<ul style="list-style-type: none"> • Within 80 working hours following employment and before being assigned to a post by themselves (24) hours of OJT with a SPO who has at least 1-year experience and 	24.0
		<ul style="list-style-type: none"> • Completion of the Total Basic Training Curriculum as detailed above. • 24 hours of annual In-Service Training courses, based on the annual PSD Training Plan which will include: Biennial CPR/AED/First Aid Re-certification. 	See C.18.6 24.0
Job (Site) Orientation Training – All SPOs	Contract	<ul style="list-style-type: none"> • On-site orientation – To be coordinated with the COTR. 	4.0

		<ul style="list-style-type: none"> Agency-Specific on-site job orientation 	8.0
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Security Officers			
Training Type	Requirement	Course Title	Minimum # of hours
On-the Job (“OJT”) Training			
Initial On- the- Job Training- All SOs	17 DCMR 2108, as amended, and the Contract	<ul style="list-style-type: none">Within 30 working days following employment - sixteen (16) hours of OJT course	16.0
		<ul style="list-style-type: none">Completion of the Total Basic Training Curriculum as detailed above	See C.18.6
		<ul style="list-style-type: none">8 hours of annual In-Service Training courses, based on the annual PSD Training Plan provided by the COTR, which will include:<ul style="list-style-type: none">Biennial CPR/AED/First Aid Re-certification	8.0
Job (Site) Orientation Training – All SOs	Contract	<ul style="list-style-type: none">On-site orientation – To be coordinated with the COTR	4.0
		<ul style="list-style-type: none">Agency-Specific on-site job orientation	8.0

C.18.8.1 Job Site Orientation Training – The Contractor shall ensure that employees who are assigned to work at any District Government location shall complete a four (4) hour on-site job orientation (Department of Behavioral Health (DBH) locations shall be eight (8) hours), to be scheduled immediately after Contract award, but before inception of the Contract. The orientation will be conducted by the COTR, a designated PSD official, and/or the organizational contact for the security officers, and shall consist of familiarizing the Contractor’s employees with the physical layout of the location/site by means of a walking tour, to include all building entrances, exits, fire doors, stairwells, mechanical rooms, etc. All employees hired following the start of this Contract will be required to participate in such orientation.

C.18.8.2 The COTR may require on-site orientation at certain locations which are to be determined. The COTR shall notify the Contractor, in writing, and direct that such orientation be accomplished. On-site orientation shall be conducted only by PSD personnel, the Contractor’s supervisory personnel, or experienced site officers of the Contractor approved in writing by the COTR to provide on-site orientations. The Contractor agrees to provide a building orientation report to the COTR for each employee that has

successfully completed the on-site orientation by the fifth (5th) day of each month.

C.18.9 Reports, Files, and Records – The Contractor shall maintain personnel files for all employees under the Contract. The personnel files shall contain all required documentation necessary to validate the qualifications, licensing, and evidence of required training for each of the Contractor’s employees to perform under the Contract. These files shall be made available to the PSD upon demand.

C.18.9.1 Personnel File Jacket – The personnel file jacket shall contain, but not be limited to, the following records:

C.18.9.1.1 Background/Pre-employment (Section A)

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

C.18.9.1.2 Training/Certification (Section B)

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

C.18.9.1.3 Performance Evaluation/Disciplinary Action (Section C)

- a. Copy of all employee performance evaluations conducted on the employee for

the duration of the Contract; and

- b. Copy of company disciplinary records, if any, with resolutions indicated.

C.18.9.2 Medical File – The medical file shall be maintained in a separate sealed file and include, all items as required in [DCMR Chapter 17-2103].

C.18.9.3 File Maintenance - The Contractor shall ensure that all employee personnel files (pre-employment, training, performance and disciplinary, and medical are maintained and stored in compliance with state, local, and federal laws, rules, and regulations governing such files (i.e., confidentiality, HIPAA, etc.). Files generated, maintained, or transferred for compliance with this Contract must be maintained in accordance with the District of Columbia's record retention policies, are subject to audit and compliance inspection by members of PSD or the District Government, and are subject to the provisions of the Freedom of Information Act (FOIA) as government documents.

C.18.9.3.1 The COTR shall schedule an inspection of personnel files within thirty (30) business days after Contract award and every six (6) months thereafter for the duration of the Contract. The audit shall verify that the personnel records contain all documentation required to validate the qualifications of the Contractor employees for employment on this Contract. The Contractor shall deliver the audit report to the COTR within five (5) business days of its receipt.

C.18.9.3.2 The Contractor shall provide a written report addressing all discrepancies or insufficient findings detailed in the inspection report, specifically indicating how and when those files found to be in Contract non-compliance will be remediated within ten (10) business days post award. The COTR may require a follow-up inspection of the noncompliant files to document remediation and compliance.

C.19 FACILITY ACTIVITY LOG ENTRIES

C.19.1 The Contractor shall ensure all employees (including Supervisors, Managers, Quality Control Monitor (“QCM”), and Relief Officers) make appropriate entries in the Activity Log (or automated system when implemented by PSD) located at each post. Activity Log entries shall include, but not be limited to:

- a. Name date and time of each employee's arrival on duty.
- b. Date and time of departure from duty.
- c. Date, date, and time of post Relief Officer(s) arrival and departure.
- d. Name, date, and time of Management/Supervisory/QCA visits (arrival and departure).
- e. Date and time of observance of any untoward activity, including.
- f. Criminal offenses.
- g. Accidents or injuries to persons.
- h. Damage to property and complaints.
- i. Safety or security violations.
- j. Equipment or facilities in need of repair: and,
- k. Any notification, and to whom, made as a result of any of the aforementioned

situations.

C.19.2 In addition, the Contractor shall report to the PSD Central Communication Center (“CCC”) (by phone) as soon as practical, (but no later than thirty (30) minutes after any such incident or occurrence takes place) any incident or occurrence involving any of its employees and a government employee, or one which causes a Contract employee to take any kind of security-related action. Any such incident shall also be noted in the Activity Log.

C.19.3 The Contractor shall contact the PSD, CCC to report incidents, unusual occurrences, or to obtain additional instructions or clarification of previously issued instructions. This contact shall be noted in the Activity Log.

C.19.4 The Contractor shall document irregular or unusual activities by completing a written Incident Report and documenting it in the Activity Log or via other means as directed by the COTR.

C.19.5 The Contractor shall make available all Activity Logs, Incident Reports, or PSD arrest reports to the PSD Watch Commander or the COTR upon request.

C.20 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, as well as those 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 injury(ies), the damage to District Government-owned or leased property, and any other pertinent information. In order to accomplish this, the Contractor shall provide District Government officials, PSD personnel, and law enforcement or emergency response personnel express authority to question any persons having knowledge relative to, or present when, such accident or incident occurred, including employees and agents of the Contractor and all sub-Contractors, if any.

C.20.1 The Contractor shall ensure that all employees or agents of the Contractor, and any subcontractor(s) are cooperative and forthcoming during quality assurance inquiries related to Contract compliance inspections.

C.21 MEETINGS

The Contractor’s PM shall meet with the COTR on a weekly basis, or a frequency deemed necessary by the COTR, with the date and time to be set by the COTR. The first such meeting will be held at the time of Contract award, with subsequent meetings to be held at weekly intervals or as deemed by the COTR. Any of the Contractor’s management / supervisory / QCA personnel may be asked to attend. A representative from DGS, Contracting and Procurement Division may attend to discuss Contractual issues. In addition, any client agency may attend meetings periodically to address issues involving their facilities. A notice period of twenty-four (24) hours shall be required if the Contractor

requests to reschedule any scheduled meetings with PSD. The COTR shall notify the Contractor of the date and time of these mandatory meetings with as much advance notice as possible.

- C.21.1** In addition, a meeting shall be held after award of the Contract but prior to its inception, between the COTR, and the Contractor at a mutually agreed date and time.

C.22 SPECIFIC REQUIREMENTS FOR DEPARTMENT OF BEHAVIORAL HEALTH (DBH) FACILITIES – if applicable

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

- C.22.1** At no additional cost to the District, the Contractor shall provide the name, address, and telephone number of the PM in writing to DBH staff at the post-award meeting to be held with DBH within ten (10) days post award. The COTR will schedule this meeting prior to Contract inception. The PM shall meet with a DBH designated staff member every Friday, or at a frequency determined by the COTR, for an assessment of the previous week's security issues.

- C.22.1.1** The Contractor shall submit a work schedule every two (2) weeks to the designated DBH staff member. A copy shall be provided to the COTR.

- C.22.2 Department of Behavioral Health (DBH) Orientation** – The Contractor shall ensure that its employees assigned to DBH facilities participate in an eight (8) hour job orientation session, to be conducted by DBH staff. Following this initial orientation, the Contractor shall assume responsibility for the orientation of new staff members.

- C.22.2.1** Contractor(s) shall ensure that its employees participate in all job orientation sessions deemed necessary by the COTR, at no additional cost to the Government.

- C.22.3 Transportation** - The Contractor shall ensure that employees assigned as DBH commissioned SPOs have a valid state or District of Columbia driver's license. The COTR may require Contractor(s) to submit an employee's driving record on an annual basis and/or provide proof of the license's validity.

- C.22.3.1** The Contractor shall ensure that its employees, who are assigned to DBH shall use the Government vehicles on St. Elizabeth's Hospital campus for purposes of patrol only. In the event the Contractor employees are required to drive off campus, the Contractor shall ensure that its employees receive prior written authorization from the designated DBH staff member, with a copy sent to the COTR.

C.23 REMOVAL OF CONTRACT EMPLOYEES FROM A POST

The Contractor acknowledges that it is responsible for ensuring that all employees comply with all directives issued by the COTR. In addition, the Contractor agrees to maintain satisfactory standards of employee competency, conduct, appearance, and integrity, and

shall be responsible for taking such disciplinary action(s) as is deemed necessary with respect to its employee's compliance with the standards of services set by this Contract.

- C.23.1** The Contractor shall not allow continued work by, or assignment of work to, employees deemed physically or mentally unfit, incompetent, insubordinate, careless, or whose continued employment under the Contract is deemed by the COTR to be contrary to the public interest, or inconsistent with the best interests of the Government of the District of Columbia. In situations deemed appropriate by the COTR, the COTR in consultation with the Associate Director of Security, PSD, may summarily direct the Contractor to remove its employee from a facility, or from service under this Contract entirely. The Contractor shall remove such employee immediately and supply a replacement with no lapse in coverage.
- C.23.2** PSD may request the Contractor to immediately remove any employee(s) from the work site if, PSD, in its sole discretion, determines that individuals are being assigned to duties who have been disqualified for either suitability or security reasons and/or who are found to be unfit to perform under this Contract. The Contractor shall comply with these requests and provide replacement personnel immediately. Further, PSD retains the right, to request permanent removal of any employee from performing Services under this Contract, should the employee's conduct so warrant. The Contractor shall have two (2) hours to have an acceptable replacement guard report for duty. At no time will the subject employee be eligible to work under this Contract until the Contractor's investigative findings are reviewed by the COTR, and PSD management and the Contractor's employee is approved by PSD to return to work.
- C.23.3** For clarification, a determination that an employee is unfit may be made for, but not limited to, incidents involving the most immediately identifiable types of conduct or delinquency as set forth below:
- C.23.3.1** Violations of rules, regulations, or safety guidelines that govern owned or leased buildings and properties.
- C.23.3.2** Neglect of duty, including sleeping while on duty, abandoning post, unreasonable delays, or failure to carry out assigned tasks, conducting personal affairs during official duty time, and/or refusing to render assistance or cooperate in upholding the integrity of the security program at the assigned work site.
- C.23.3.3** Falsification or unlawful copying, concealment, removal, mutilation, or destruction of any official document or record, or concealment of material facts by willful omission from official documents, reports, or records.
- C.23.3.4** Sexual harassment, disorderly conduct, use of abusive, foul, or offensive language, quarreling, intimidation by words or actions, or fighting. This includes any participation in disruptive activities that interfere with the normal and efficient operations of security posts or assignments.
- C.23.3.5** Theft, vandalism, immoral conduct, or any other criminal or quasi-criminal actions.

- C.23.3.6** Selling, consuming, or being under the influence of intoxicants, drugs, or substances that produce similar effects. Improper use of official authority or credentials. Unauthorized use of communications equipment or property. Misuse of weapon(s).
- C.23.3.7** Wearing a weapon on a non-armed post. Violation of security procedures, General Security Directives, sight specific Post Orders or regulations
- C.23.3.8** Suspension or revocation of driver license (sight dependent). Being formally charged with a criminal offense, the nature of which may make him/her ineligible to meet the minimum qualifications for licensing.
- C.23.3.9** A revocation, denial, or expiration of security guard license. Engages in any other activity that in the District's opinion may constitute improper conduct or dereliction of assigned duties.
- C.23.3.10** Misuse of building/post or government-supplied computer or computer equipment, installing programs on computer or attempting to download information from a government/building computer system.
- C.23.3.11** Utilization of any personal property, cell phones, reading material, commercial radios, television, or other items that may distract personnel from performing the assigned duties, or that may create an unfavorable image, are not permitted, and may be used as grounds to have a SO removed from duty.
- C.23.3.12** Inattention to duty/assignment or sleeping on duty.
- C.23.3.13** Making false or contradictory statements regarding any issue under investigation by the Contractor, the Protective Services Division, or the Metropolitan Police Department, related to any on-duty incident, or any incident which may reflect on the member's suitability for continued employment.
- C.23.3.14** The negligent loss of keys or key cards issued for the purpose of carrying out post orders or other essential security functions.
- C.23.3.15** Any other activities that are considered violations of the District Ethics Manual **Exhibit J.7** (November 2014 version, as amended) that could/would bring discredit to the District Government. The District Ethics Manual can be accessed electronically at: <https://dchr.dc.gov/publication/ethics-manual>.
- C.24** **ADDITIONAL TASK REQUIREMENTS**
- C.24.1** **Government Furnished Equipment** – The Contractor shall be required to utilize Government-furnished equipment during the course of Task Order performance.
- C.24.1.1** The District will be responsible for the repair and maintenance of government-furnished equipment (such as X-Ray machines, radios, hand wands, etc.), except where damages sustained were determined to be a result of negligence or misuse by the Contractor's personnel; in which case, the Contractor shall be liable for repair or replacement of

equipment. The Contractor shall notify the COTR immediately of any malfunctioning District equipment used by the Contractor. All equipment shall be accounted for and tested at the beginning of each shift and as specified by the Post Orders. The results of the equipment testing shall be documented and maintained at the site. An annotation shall be made in the Activity Log.

C.24.1.2 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 phone call charges.

C.24.1.3 The District shall provide all keys and access cards necessary for the Contractor to perform its duties. The Contractor shall strictly enforce key control. The Contractor shall be responsible for all costs incurred for re-keying or reprogramming when a Contractor employee loses or misplaces controlled keys/access cards. The Contractor shall immediately notify the CCC of lost or misplaced keys/access control cards and make an annotation in the Activity Log.

C.24.1.4 The Contractor shall not use District phones, computers, copiers, or fax machines, except in the performance of official Government business under this Contract.

C.24.1.5 The District will not be responsible for any loss, theft, or damage of the Contractor owned equipment or supplies used, stored, or maintained for this Contract.

C.25 **Reserved – Intentionally Omitted**

C.26 **QUALITY CONTROL PLAN (QCP)**

The Contractor shall ensure it addresses the measures necessary for oversight of any Task Order issued pursuant to this Contract. If required, the Contractor shall submit a detailed addendum to the Quality Control Plan (QCP) addressing any requested changes to the COTR for approval within thirty (30) days of Contract award. The QCP shall include, but is not limited to the following areas:

- a. Identification of a Quality Control Monitor (QCM) assigned and evidence of their qualifications.
- b. A description of the type, level, and frequency of inspections performed by the Contractor's QCM. Inspections shall be conducted as frequently as necessary to ensure effective performance by the Contractor's employees. While the Contractor's may perform more inspections than are required in the QCP, under no circumstances shall the Contractor's perform fewer inspections than required by the Plan.
- c. Quality Control Inspection Checklist shall include inspections of: equipment; uniforms and appearance; attendance and sign in/out procedures; maintenance of Activity Logs, adherence to proper breaking (rest and lunch) procedures, knowledge of and adherence to Post Orders; knowledge of and adherence to screening equipment operating procedures; possession of proper SO license, SPO

commission and training certifications; and overall Contract performance (customer service, facility familiarization, etc.). This form shall be authored by the Contractor and the COTR will review and approve the form before use under this Contract.

- C.26.1** Under no circumstances shall individuals appointed as QCM serve as uniformed employees working under this Contract.
- C.26.2** The Contractor shall prepare Quality Control Inspection Reports based on the Quality Control Inspection Checklists and submit them to the COTR by the 5th day of each month, except when the 5th falls on a Saturday, Sunday, or holiday, in which case they are due in the next business day (for the previous month) or upon request.
- C.26.3** The Contractor shall notify the COTR of any problems or deficiencies noted during an inspection and shall inform the COTR of all actions taken, or planned, to resolve the problems/deficiencies. If the Contractor's performance indicates that additional quality control measures are needed, the Contractor and COTR shall meet to discuss the Contractor's performance, QCP, and any other areas of concern regarding the Contract. The COTR may request that the Contractor take additional steps to improve the overall performance of the Contractor and adherence to the QCP.
- C.27** **COLLECTIVE BARGAINING AGREEMENT (CBA)**
The Contractor shall be bound by the current Collective Bargaining Agreement for Security Guards during the base and all option periods **and otherwise as amended and or renegotiated.**
- C.28** **STANDARD OF CONDUCT**
The Contractor shall report **ALL** actual or suspected violations of law, regulations, or policy, including fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement, relating to District programs, operations, facilities, Contracts, or information technology systems to an appropriate authority (e.g., DGS, other law enforcement, supervisor, security officials). Examples of violations to be reported include, but are not limited to, allegations of false statements: false claims: bribery; kickbacks; fraud, environmental, safety, and health violations; theft; computer crimes; Contractor mischarging; conflicts of interest; and conspiracy to commit any of these acts.
- C.28.1** The Contractor shall immediately report the arrest of any of its employees, no matter the jurisdiction of arrest, to include the employee's name; the charge(s); the date/time/place of arrest; the arrest number, if known; and the circumstances surrounding the arrest. This includes any and all domestic-violence arrests or allegations, whether they result in a conviction or not (Lautenberg Act).
- C.28.2** Neglect of duties including any and all forms of insubordination shall not be allowed. This includes sleeping on duty, unreasonable delays, and failure to perform assigned tasks, conducting personal affairs during duty hours, submitting false reports, abandoning posts, misuse of Government property, and refusing to render assistance or cooperate in upholding the integrity of the security at the site. Disciplinary action in response to violations of these requirements will be provided by the Contractor to his/her employees.

- C.28.3** Disorderly conduct, use of abusive, foul, or offensive language, quarreling, intimidation by words, actions, or fighting shall not be permitted. Officers shall remain professional in all dealings and exercise restraint when confronted with verbal and/or physical assaults, exercising the force continuum as needed to address the situation. Violations to these requirements and associated disciplinary actions will be provided by the Contractor to his/her employees.
- C.28.4** The Contractor shall not allow any employee (while on duty) to possess, sell, consume, or be under the influence of intoxicants, drugs, or substances which produce similar effects. Violations to this requirement and associated disciplinary actions will be provided by the Contractor to his/her employees.
- C.28.5** The Contractor shall not employ any officer whose conduct, on or off the job, would cause doubt about the officer's honesty, integrity, or trustworthiness. Officers who fail to faithfully execute their duties, engage in workplace misconduct, become involved in criminal proceedings, or otherwise fail to conduct themselves in a professional manner can be restricted from providing services under this Contract by the CO. All of the Contractor's employees are subject to the same level of investigation as District Government employees. Any SPO with pending criminal charges shall be suspended from the Contract, pending the outcome of the criminal case. Those individuals, who receive a favorable adjudication of pending charges, may have their site access re-established at the discretion of the COTR. Those individuals, who receive an unfavorable adjudication of pending charges, will have their site access removed indefinitely.
- C.28.6** All aforementioned violations both minor and or major shall be reported to the COTR in writing immediately.

C.29 KEY PERSONNEL

The Contractor shall provide the COTR with the names and reporting relationships of the key personnel it will use to perform the work under this Contract. Any and all changes to the key personnel shall be reported to the COTR for review and approval.

1. **Project Manager (PM)**: shall serve as the Contractor's primary point of contact, shall maintain overall responsibility for the successful completion of all Services, and shall be available to respond to emergency inquiries or incidents, 24 hours a day, 7 days a week, except that he/she may designate a substitute contact on a schedule provided to the COTR. This person shall serve as the primary point of contact for handling all issues related to the Contract. The PM shall have (i) a minimum of three (3) years of experience at the management level in the delivery of Contract or site armed/unarmed security guard personnel services in the nature, scope and complexity as the Services described herein, or (ii) a demonstrated capacity to deliver comprehensive security services, as evidenced by their resume (experience in physical security, military training or expertise, or law enforcement supervisory experience), or (iii) possess significant experience in dealing with armed/unarmed security guard personnel services as determined by the COTR, including the knowledge and skill necessary to react and deliver under the pressure of emergency conditions. The PM shall be proficient in writing and speaking English.

2. **Assistant Project Manager (PM)**: shall serve as the Contractor's substitute point of contact in the absence of the PM, and shall maintain overall responsibility for the successful completion of all Services, and shall be available to respond to emergency inquiries or incidents, 24 hours a day, 7 days a week, in the absence of the PM. When serving as the APM, this person shall serve as the COTR's primary point of contact for handling all issues regarding the Contract. The APM shall have (i) a minimum of two (2) years of experience at the management level in the delivery of Contract or site armed/unarmed security guard personnel services in the nature, scope and complexity as the Services described herein, or (ii) a demonstrated capacity to deliver comprehensive armed/unarmed security guard personnel services, as evidenced by their resume (experience in physical security, military training or expertise, or law enforcement supervisory experience), or (iii) possess significant experience in dealing with security services as determined by the COTR, including the knowledge and skill necessary to react and deliver under the pressure of emergency conditions. The PM shall be proficient in writing and speaking English.
3. **Field Supervisors (FS)**: shall have a minimum of one (1) year of experience providing comprehensive armed/unarmed security guard personnel services similar in nature, scope and complexity as the Services described herein, and shall have the authority to issue orders and make adjustments to personnel and/or the deployment of resources to remain in compliance with the Contract. The Contractor shall maintain a sufficient number of Field Supervisors, so that one has the ability to respond to any of the Contracted locations within one hour of being requested by the COTR, the AD of the Protective Services Division, or the PSD Watch Commander

SECTION D

PACKAGING AND MARKING

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

SECTION E

INSPECTION AND ACCEPTANCE

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

SECTION F

PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The Base Period of the Contract shall be for the date of award, through Contracting Officer's (CO) execution of the Contract (as specified on page 1, Block 20B of this Contract) through one year thereafter.

- F.1.2 Letter Contract (*where applicable*):** It is understood and agreed that if certain activities described herein were performed while a letter contract ("Letter Contract") was in place, the terms of the Letter Contract shall merge into and be superseded by this Contract upon execution of this Contract by the CO.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

- F.2.1** The District may extend the term of this Contract for a period of four (4), one (1) year option periods (each an "Option Period" or "OP"), or successive fractions thereof, by written notice to the Contractor before the expiration of the Contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the Contract expires. The preliminary notice does not commit the District to an extension. The exercise of any Option Period is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the Contract. For the avoidance of confusion and notwithstanding anything to the contrary, this Contract does not automatically renew.

- F.2.1.1 Option Year Period(s) of Performance:** Each subsequent Option Period is anticipated to begin on October 1, and end on September 30 of each Fiscal Year Period as illustrated below.

<u>Option Period("OP")</u>	<u>Anticipated Period(s) of Performance</u>
OY1	October 1, 2024 through September 30, 2025
OY2	October 1, 2025 through September 30, 2026
OY3	October 1, 2026 through September 30, 2027
OY4	October 1, 2027 through September 30, 2028

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

- F.2.3** The firm fixed direct labor hourly rates for the base period and each option period shall be as stipulated in ***Exhibit J.4*** – Price/Cost Schedules along with **Section [B.4.1]** for the life of the contract.

- F.2.4** The total duration of this Contract, including the exercise of any options under this clause, shall not exceed five (5) years unless prior to the expiration of a contract, the Chief Procurement Officer determines in writing that it is in the best interest of the District to

extend the term beyond the total term specified and provides justification for using a sole source modification in accordance with 27 DCMR Chapter 13 1304.1, 1700, 1701, 2005.2.

F.2.5 The continuation of services through the exercise of an option period is subject to the availability of appropriated funds at the time of the exercise of the option.

F.2.6 During any option year, contract requirements and deliverables remain the same as those of the base year unless changed by way of a Contract Modification issued by the Contracting Officer.

F.2.7 If the Department exercises an option period, the extended contract shall be considered to include this entire option clause.

F.3 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the COTR identified in **Section [G.9]** in accordance with the following:

SECTION	DELIVERABLE	FORMAT/METHOD OF DELIVERY	DUE DATE
C.12	Roving Contract Security Officer Vehicle	The Contractor shall provide and maintain a minimum of three (3) vehicles to be used for roving patrols. Vehicle make, model and markings must be approved by PSD	10 days post-award and, within 24hrs upon COTR request and or within 48 hours of any change in vehicle(s)
C.14.1	Uniform/Dress Code	At the request of the COTR, the Contractor shall submit a copy of its dress code, grooming standards and a prototype of the recommended SOMB-approved uniform for all employees and sub-Contractors	Within 3 days of request by the COTR
C.15.1	Deployment Schedule	All deployment schedules shall be provided to the COTR.	On the 20 th day of each month and immediately if and when amended.
C.15.1	Shift Accountability Report	The Contractor shall provide to the COTR on a daily basis, a certification that all posts are covered for each shift in the form of a Shift Accountability Report.	Within 30 minutes after the beginning of each shift.
C.18.3	Training Roster	Training rosters and certifications (including valid license numbers and expiration dates) of individuals to be assigned to this Contract shall be submitted to the COTR during the transition period and prior to any new personnel being assigned.	30 days post-award and on the 15 th day of each month following new-hires
C.18.4	Training Materials	All training materials shall be submitted to the COTR, or his designee, for review and approval prior to use.	10 days post-award and immediately for COTR review and approval prior to implementation
C.18.5	In-Service Training	The Contractor shall ensure that all employees complete the required in-service training by the dates indicated for all employees (initial) and new hires and every year of the Contract	Quarterly on the 15 th day of the corresponding month
C.18.8.1 C.18.8.2	Job-site Orientation Training	The Contractor shall ensure that employees who are assigned to work at any District Government location shall complete a four (4) hour on-site job orientation (Department of Behavioral Health (DBH) locations shall be eight (8) hours).	Within 5 days post-award and complete prior to the Contract start date and scheduled with the COTR within 24hrs of all new hires

C.18.8.2	Building Orientation Report	The Contractor agrees to provide a building orientation report to the COTR for each employee that has successfully completed the on-site orientation	Monthly, by the 5 th day of the month
C.18.9	Reports, Files and Records	The Contractor shall maintain personnel files for all employees under the Contract. The personnel files shall contain all required documentation necessary to validate the qualifications, licensing, and evidence of required training for each of the Contractor's employees to perform under the Contract	Made available to the District upon demand
C.18.9.3.1	Personnel File Inspection	The PSD COTR shall schedule an inspection of personnel files to be performed by an independent auditor. The audit shall verify that the personnel records contain all documentation required to validate the qualifications of the Contractor(s) employees for employment on this Contract.	Inspections shall occur within 30 days post-award and every 6 months thereafter based on COTR scheduling.
C.18.9.3.1	Audit Report	The Contractor shall deliver the Inspection of Personnel File Audit Report to the COTR	Within 5 business days of its receipt
C.18.9.3.2	Audit Report Discrepancies Report	The Contractor shall provide a written report addressing all discrepancies or insufficient findings detailed in the inspection report, specifically indicating how and when those files found to be in Contract non-compliance will be remediated.	Within 10 business days following received of the audit findings
C.19.5	Activity Logs	The Contractor shall make available all Activity Logs, Incident Reports, or PSD arrest reports to the PSD Watch Commander	Made available to the District upon demand
C.21	COTR Meetings	The Contractor's PM shall establish a meeting cadence with the COTR.	Weekly and or increased/decreased at the discretion of the COTR
C.22.1	DBH Meetings	The Contractor's PM shall establish a meeting cadence with DBH staff.	10 days post award and weekly thereafter (and or increased/decreased) at the discretion of DBH and or the COTR
C.22.1.1	DBH Work Schedule	The Contractor shall provide a bi-weekly guard schedule to the designated DBH staff member and COTR.	Bi-weekly on Friday
C.26	Quality Control Plan	The Contractor shall provide for review and approval its Quality Contract Plan	30 days post-award
C.26.2	Quality Control Inspection Report	The Contractor shall provide a monthly quality control inspection report to the COTR.	5 th day of each month for inspections performed during the previous month

F.3.1

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

SECTION G

CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

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

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

G.2 INVOICE SUBMITTAL

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

G.2.1 Prior to creating the payment request described above, the Contractor shall submit a proper invoice based on applicable guidelines specified in **Section [G.4]**. Invoices shall be prepared and submitted to the COTR identified in **Section [G.9]**.

G.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

G.2.2.1 Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);

G.2.2.2 Contract number and invoice number;

G.2.2.3 Department's Purchase Order (PO) number;

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

G.2.2.5 Other supporting documentation or information, as required by the Contracting Officer;

G.2.2.6 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.2.2.7 Name, title and phone number of the individual preparing the invoice;

G.2.2.8 Name, title, phone number and mailing address of person; if different from the person identified in **Section [G.9.2]** below to be notified in the event of a defective invoice; and

G.2.2.9 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in **Section [H.5.5]**.

G.3.2 The District shall not make final payment to the Contractor until the agency CFO has received the CO's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT

G.4.1 Payments on Partial Deliveries of Goods & Services

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

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

G.4.2 Lump Sum Payment – *RESERVED [Intentionally Omitted]*

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

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

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

G.6 THE QUICK PAYMENT ACT

G.6.1 Interest Penalties to Contractors

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

G.6.1.1.1 The date on which payment is due under the terms of the contract;

G.6.1.1.2 Not later than seven (7) calendar days, excluding legal holidays, after the date of delivery of meat or meat food products;

G.6.1.1.3 Not later than ten (10) calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or

G.6.1.1.4 Thirty (30) calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.

G.6.1.2 No interest penalty shall be due to the Contractor if payment for the completed delivery of goods or services is made on or after:

G.6.1.2.1 3rd day after the required payment date for meat or a meat food product;

G.6.1.2.2 5th day after the required payment date for an agricultural commodity; or

G.6.1.2.3 15th day after any other required payment date.

G.6.1.3 Any amount of an interest penalty which remains unpaid at the end of any thirty (30) day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

G.6.2.1 The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under the contract:

G.6.2.1.1 Pay the subcontractor(s) for the proportionate share of the total payment received from the District that is attributable to the subcontractor(s) for work performed under the contract; or

- G.6.2.1.2** Notify the CO and the subcontractor(s), in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.
- G.6.2.2** The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of at least 1.5% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the:
- G.6.2.2.1** 3rd day after the required payment date for meat or a meat product;
- G.6.2.2.2** 5th day after the required payment date for an agricultural commodity; or
- G.6.2.2.3** 15th day after any other required payment date.
- G.6.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30 day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.
- G.6.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District is a party. The District may not be interpleaded in any judicial or administrative proceeding involving such a dispute.
- G.6.3** **Subcontract requirements.** The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code § 2-221.02(d).

G.7 **CONTRACTING OFFICER ("CO")**

Contracts, Contract modifications, change orders, delivery orders or task orders will be entered into and signed on behalf of the District only by the Department's duly authorized Contracting officers. The contact information for the Contracting Officers are:

Eric Njonjo

Deputy Chief Procurement Officer
Contracts & Procurement
Department of General Services
3924 Minnesota Avenue N.E., 5th Floor
Telephone: (202) 727-7138
E-mail address: eric.njonjo@dc.gov

Kianna Shepherd

Contracting Officer, Supervisory Contract Specialist
Contracts & Procurement
Department of General Services
3924 Minnesota Avenue N.E. | 5th Floor
Mobile Phone: (202) 360-7207
E-mail: Kianna.Shepherd@dc.gov

Domonique Banks

Contracting Officer, Supervisory Contract Specialist
Contracts & Procurement
Department of General Services
3924 Minnesota Avenue N.E. | 5th Floor
Telephone: (202) 719-6544

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.8.1** The CO is the only person(s) authorized to approve changes in any of the requirements of this Contract.
- G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this Contract, unless issued in writing and signed by the CO.
- G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the Contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

- G.9.1** The COTR and or Building Manager is responsible for general administration of the Contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The COTR and or Building Manager has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
- G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the Contract;
- G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;
- G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
- G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
- G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- G.9.2** The address and telephone number of the COTR:

Leila Gheitu

Administrative Support Specialist
Protective Services Division
Department of General Services
3924 Minnesota Ave, NE
Washington, DC 20019
(202)698-8181 Office
(202)679-5011 Cell
leila.gheitu@dc.gov

- G.9.3** The COTR and or Building Manager shall NOT have the authority to:
1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments, or modifications;
 2. Grant deviations from or waive any of the terms and conditions of the contract;
 3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
 4. Authorize the expenditure of funds by the Contractor;
 5. Change the period of performance; or
 6. Authorize the use of District property, except as specified under the contract.
- G.9.4** The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.
- G.10** **COST REIMBURSEMENT CEILING – *RESERVED [Intentionally Omitted]***
- G.11** **ORDERING CLAUSE**
- G.11.1** Any supplies and services to be furnished under this Contract must be ordered by issuance of delivery orders or Task Orders by the Contracting Officer in the form of **Exhibit J.5 – Form of Task Order**. Such orders may be issued during the term of this Contract. The Contractor is hereby made aware that only the Contracting Officer is authorized to issue Task Orders under the Contract, and the Department shall have no obligation to provide or remit compensation to the vendor for any work, materials, or supplies that the vendor provides contrary, beyond, or outside of that parameter and understanding. The vendor should always take care to receive Task Order instructions from the Contracting Officer, versus any non-authorized personnel of the Department such as the COTR who is not authorized to make change to this Agreement and or any Task Orders issues pursuant to this Agreement.
- G.11.2** All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the Contract shall prevail.
- G.11.3** There is no limit or maximum on the number of orders/Task Orders that may be issued. The Department may issue Task Orders requiring delivery to multiple destinations or performance at multiple locations. The Department reserves the right, at any time (including after an award hereunder), to either adjust or cancel a Task Order(s).
- G.11.4** The Ordering Maximum values identified in **Section [B.4.3]** are *non-guaranteed* estimated ordering maximums and is not a representation of the District's intent to order up-to or that the maximum ordering values will be required within any give Contract Period, or that conditions affecting the requirements, will be stable or normal. Contractors are *only* guaranteed the stated minimum ordering value of Two Hundred Fifty Dollars (\$250.00) during a Contract Period.

- G.11.5** Any order(s) issued during the effective period of this Contract and not completed within that period shall be completed by the Contractor within the time specified in the individual order(s). The Contract shall govern the Contractor's and Department's rights and obligations with respect to any and all order(s) to the same extent as if the order(s) were completed during the Contract's effective period.
- G.11.6** The Contracting Officer may establish Contract delivery or performance schedules on the basis of Contracts containing indefinite delivery provisions (such as term Contracts or federal supply schedules), a specific time for delivery and or performance of services after receipt by the Contractor of each individual Task Order issued under the Contract, thus the period of performance established by the individual task order shall prevail.
- G.11.7** If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.
- G.12** **HOURLY RATE CEILING**
- G.12.1** The ceilings for specified hourly rate items are set forth in **Section [B.4.3]**.
- G.12.2** but not limited to, labor, supervisor, monitoring, continuous and annual training, schedule and unscheduled staff relief breaks, holiday and overtime paid to the Contractor's employee, materials, tools, supplies, program management, performance management, licenses, permits, subcontractor cost, home office cost, G&A (general and administrative expenses), insurance coverage provisions as required by **Section [I.14]**, and (iii) the applicable Collective Bargaining Agreement **Exhibit J.8** and the Collective Bargaining Rider Agreement for D.C. Public Sites **Exhibit J.9**. The Contractor is bound by the current Collective Bargaining Agreement for Security Guards, for the base period and every proposed option year, if exercised. As such, the Contract bid pricing shall include all increases for the base and option years in its original Bid as well as all applicable year-over-year service cost increases due to market variables and any increase to labor category, direct hourly rates issued by the U.S. Department of Labor Service Contract Act Wage Determination and or the D.C. Living Wage Act of 2006 (whichever prevailing wage is applicable under the award of the Contract for the Base Period and any subsequent Option Periods) and, all else necessary to perform all work related to providing the District with safe and proper provision of required services as described herein and the total cost to the District shall not exceed the ceilings specified in **Section [B.4.3]**.
- G.12.3** The Contractor agrees to use its best efforts to perform the work specified in this Contract and to meet all obligations under this contract within the hourly rate ceiling, collectively and by individual Task Order issued pursuant to **Section [G.11]**.
- G.12.4** The Contractor must notify the CO, in writing, whenever it has reason to believe that the total cost for the hourly rate items of this contract will be either greater or substantially less than the hourly rate ceilings.

- G.12.5** As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of the hourly rate items of this contract.
- G.12.6** The District is not obligated to reimburse the Contractor for hourly rates incurred in excess of the hourly rate ceilings specified in **Section [B.4.3]**, and the Contractor is not obligated to continue providing hourly rate items under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the hourly rate ceilings specified in **Section [B.4.3]**, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised hourly rate ceilings for the hourly rate items in this Contract.
- G.12.7** No notice, communication, or representation in any form from any person other than the CO shall change the hourly rate ceilings. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the hourly rate ceilings, whether such costs were incurred during the course of contract performance or as a result of termination.
- G.12.8** If any hourly rate ceiling specified in **Section [B.4.3]** is increased, any costs the Contractor incurs before the increase that are in excess of the previous hourly rate ceilings shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- G.12.9** A change order shall not be considered an authorization to exceed the applicable hourly rate ceilings specified in **Sections [B.4.3]** unless the change order specifically increases the hourly rate ceilings.
- G.13 RIDER CLAUSE**
- G.13.1** The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments (“MWCOG”) and the Baltimore Metropolitan Council (“BMC”) to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, DC region (“region”).
- G.13.2** A lead agency format is used to accomplish this work. The Lead Agency in this procurement and has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions.
- G.13.2.1** Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.
- G.13.2.2** Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.
- G.13.3** Other Conditions - Contract and Reporting

- G.13.3.1** The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located.
- G.13.3.2** To provide to MWCOG and/or BMC contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants.
- G.13.3.3** Contract obligations rest solely with the participating entities only.
- G.13.3.4** Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.
- G.13.4** In pricing and other conditions, vendors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region.
- G.14.5** A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links:
- www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/
- <http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives>

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

H.2 PREVAILING WAGE

H.2.1 Department of Labor Wage Determinations

The Contractor shall be bound by the *Wage Determination No. 2015-4281, Revision No.: 29, dated 11-April-2024 – Exhibit J.2*, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. § 351 *et seq.*, and incorporated herein as **Exhibit J.2**. The Contractor shall be bound by the wage rates for the term of the Contract subject to revision as stated herein and in accordance with **Article 25 of the SCP**. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods.

H.2.2 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 – **Exhibit J.3**.

H.3 PREGNANT WORKERS FAIRNESS

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

H.3.2 The Contractor shall not:

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

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

- (1) Pay.
- (2) Accumulated seniority and retirement.
- (3) Benefits; and
- (4) Other applicable service credits.

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

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

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

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

H.3.3

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

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

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

H.3.5

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

H.4

UNEMPLOYED ANTI-DISCRIMINATION

H.4.1

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

H.4.2

The Contractor shall not:

(a) Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or

(b) Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:

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

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

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

H.5.1 For contracts for services in the amount of \$300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984 (**Exhibits J.13 and J.14**), as amended, D.C. Official Code § 2-219.01 et seq. (First Source Act).

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

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

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

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

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

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

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

- H.5.8** Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.
- H.5.9** The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in Article 14 of the SCP, Disputes **Exhibit J.1**.
- H.5.10** The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

H.6 AUDITS AND RECORDS

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

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

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

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

H.6.4 Comptroller General

- H.6.4.1** The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract or a subcontract hereunder.
- H.6.4.2** This section may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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

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

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

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

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

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

H.7 **ADVISORY AND ASSISTANCE SERVICES**

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

H.8 CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR CONTRACTORS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH

H.8.1 A contractor that provides services as a covered child or youth services provider, as defined in section 202(3) of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; D.C. Official Code § 4-1501.01 et seq.), as amended (in this section, the “Act”), shall obtain criminal history records to investigate persons applying for employment, in either a compensated or an unsupervised volunteer position, as well as its current employees and unsupervised volunteers. The Contractor shall request criminal background checks for all Armed/Unarmed Guard Personnel positions.

H.8.2 The Contractor shall also obtain traffic records to investigate persons applying for employment, as well as current employees and volunteers, when that person will be required to drive a motor vehicle to transport children in the course of performing his or her duties. The Contractor shall request traffic records for all Armed/Unarmed Guard Personnel positions.

H.8.3 The Contractor shall inform all applicants requiring a criminal background check that a criminal background check must be conducted on the applicant before the applicant may be offered a compensated position or an unsupervised volunteer position.

H.8.4 The Contractor shall inform all applicants requiring a traffic record check that a traffic records check must be conducted on the applicant before the applicant may be offered a compensated position or a volunteer position.

H.9.5 The Contractor shall obtain from each applicant, employee, and unsupervised volunteer:

- (A) a written authorization which authorizes the District to conduct a criminal background check;
- (B) a written confirmation stating that the Contractor has informed him or her that the District is authorized to conduct a criminal background check;
- (C) a signed affirmation stating whether or not they have been convicted of a crime, pleaded nolo contendere, are on probation before judgment or placement of a case upon a stet docket, or have been found not guilty by reason of insanity, for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory, or for any of the following felony offenses or their equivalent in any other state or territory:
 - (i) Murder, attempted murder, manslaughter, or arson;
 - (ii) Assault, assault with a dangerous weapon, mayhem, malicious disfigurement, or threats to do bodily harm;
 - (iii) Burglary;
 - (iv) Robbery;
 - (v) Kidnapping;

- (vi) Illegal use or possession of a firearm;
- (vii) Sexual offenses, including indecent exposure; promoting, procuring, compelling, soliciting, or engaging in prostitution; corrupting minors (sexual relations with children); molesting; voyeurism; committing sex acts in public; incest; rape; sexual assault; sexual battery; or sexual abuse; but excluding sodomy between consenting adults;
- (viii) Child abuse or cruelty to children; or
- (ix) Unlawful distribution of or possession with intent to distribute a controlled substance;

(D) a written acknowledgement stating that the Contractor has notified them that they are entitled to receive a copy of the criminal background check and to challenge the accuracy and completeness of the report; and

(E) a written acknowledgement stating that the Contractor has notified them that they may be denied employment or a volunteer position or may be terminated as an employee or volunteer based on the results of the criminal background check.

H.8.6 The Contractor shall inform each applicant, employee, and unsupervised volunteer that a false statement may subject them to criminal penalties.

H.8.7 Prior to requesting a criminal background check, the Contractor shall provide each applicant, employee, or unsupervised volunteer with a form or forms to be utilized for the following purposes:

- (A) To authorize the Metropolitan Police Department (MPD), or designee, to conduct the criminal background check and confirm that the applicant, employee, or unsupervised volunteer has been informed that the Contractor is authorized and required to conduct a criminal background check;
- (B) To affirm whether or not the applicant, employee, or unsupervised volunteer has been convicted of a crime, has pleaded nolo contendere, is on probation before judgment or placement of a case upon a stet docket, or has been found not guilty by reason of insanity for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory of the United States, or for any of the felony offenses described in paragraph [H.8.5](C);
- (C) To acknowledge that the applicant, employee, or unsupervised volunteer has been notified of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report;
- (D) To acknowledge that the applicant may be denied employment, assignment to, or an unsupervised volunteer position for which a criminal background check is required based on the outcome of the criminal background check; and
- (E) To inform the applicant or employee that a false statement on the form or forms may subject them to criminal penalties pursuant to D.C. Official Code § 22-2405.

- H.8.8** The Contractor shall direct the applicant or employee to complete the form or forms and notify the applicant or employee when and where to report to be fingerprinted.
- H.8.9** Unless otherwise provided herein, the Contractor shall request criminal background checks from the Chief, MPD (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting.
- H.8.10** The Contractor shall request traffic record checks from the Director, Department of Motor Vehicles (DMV) (or designee), who shall be responsible for conducting traffic record checks.
- H.8.11** The Contractor shall provide copies of all criminal background and traffic check reports to the CA within one business day of receipt.
- H.8.12** The Contractor shall pay for the costs for the criminal background and traffic record checks, pursuant to the requirements set forth by the MPD and DMV. The District shall not make any separate payment for the cost of criminal background and traffic record checks.
- H.8.13** The Contractor may make an offer of appointment to, or assign a current employee or applicant to, a compensated position contingent upon receipt from the CO of the CA's decision after his or her assessment of the criminal background or traffic record check.
- H.8.14** The Contractor may not make an offer of appointment to an unsupervised volunteer whose position brings him or her into direct contact with children until it receives from the contracting officer the CA's decision after his or her assessment of the criminal background or traffic record check.
- H.8.15** The Contractor shall not employ or permit to serve as an unsupervised volunteer an applicant or employee who has been convicted of, has pleaded nolo contendere to, is on probation before judgment or placement of a case on the stet docket because of, or has been found not guilty by reason of insanity for any sexual offenses involving a minor.
- H.8.16** Unless otherwise specified herein, the Contractor shall conduct periodic criminal background checks upon the exercise of each option year of this contract for current employees and unsupervised volunteer in the positions listed in **Sections [H.8.1] and [H.8.2]**.
- H.8.17** An employee or unsupervised volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the CA after his or her assessment of a criminal background or traffic record check.
- H.8.18** The CA shall be solely responsible for assessing the information obtained from each criminal background and traffic records check report to determine whether a final offer may be made to each applicant or employee. The CA shall inform the CO of its decision, and the CO shall inform the Contractor whether an offer may be made to each applicant.

H.8.19 If any application is denied because the CA determines that the applicant presents a present danger to children or youth, the Contractor shall notify the applicant of such determination and inform the applicant in writing that she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination.

H.8.20 Criminal background and traffic record check reports obtained under this section shall be confidential and are for the exclusive use of making employment-related determinations. The Contractor shall not release or otherwise disclose the reports to any person, except as directed by the CO.

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

H.9.1.1 For all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).

H.9.1.2 If there are insufficient SBEs to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.

H.9.1.3 A prime contractor that is certified by DSLBD as a small, local, or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

H.9.1.4 Except as provided in H.9.1.5 and H.9.1.7, a prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

H.9.1.5 If the prime contractor is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, the CBE member of the certified joint venture shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. If the CBE member of the certified joint venture prime contractor performs less than 50% of the contracting effort, the certified joint venture shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

H.9.1.6 Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.

H.9.1.7 A prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform

at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

H.9.2 Subcontracting Plan

The Subcontracting Plan shall be submitted as part of the proposal and may only be amended after award with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

- 1) The name and address of each subcontractor;
- 2) A current certification number of the small or certified business enterprise;
- 3) The scope of work to be performed by each subcontractor; and
- 4) The price that the Contractor will pay each subcontractor

H.9.3 Copies of Subcontracts

Within twenty-one (21) days of the date of award, the Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, City Administrator (“CA”), District of Columbia Auditor and the Director of DSLBD.

H.9.4 Subcontracting Plan Compliance Reporting

H.9.4.1 If the Contractor has a subcontracting plan required by law for this contract, the Prime Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

- a) The price that the Contractor will pay each subcontractor under the subcontract;
- b) A description of the goods procured or the services subcontracted for;
- c) The amount paid by the Prime Contractor under the subcontract; and
- d) A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.

H.9.4.2 If the fully executed subcontract is not provided with the quarterly report, the Contractor will not receive credit toward its subcontracting requirements for that subcontract.

H.9.5 Annual Meetings

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

H.9.6 Notices

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

H.9.7 Enforcement and Penalties for Breach of Subcontracting Plan

- H.9.7.1** The Contractor shall be deemed to have breached a subcontracting plan required by law, if the Contractor: (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.
- H.9.7.2** The Contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.
- H.9.7.3** If the CO determines the Contractor’s failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions of the District of Columbia's Department of General Services Standard Contract Provisions (“SCP”) for Supplies and Services Contracts, January 2016, **Exhibit J.1**.
- H.9.7.4** Neither the Contractor nor a Subcontractor may remove a Subcontractor or tier Subcontractor if such Subcontractor or tier-Subcontractor is certified as a DSLBE company unless the Department approves such removal, in writing. The Department may condition its approval upon the Contractor developing a plan that is, in the Department’s sole and absolute judgment, adequate to maintain the level of DSLBE participation on the Project.
- H.10 FAIR CRIMINAL RECORD SCREENING**
- H.10.1** The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (the “Act” as used in this section). This section applies to any employment, including employment on a temporary or Contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.
- H.10.2** Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.
- H.10.3** After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.
- H.10.4** The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.
- H.10.5** This section and the provisions of the Act shall not apply:
- (a) Where a federal or District law or regulation requires the consideration of an applicant’s criminal history for the purposes of employment;
 - (b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;

(c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or

(d) To employers that employ less than 11 employees.

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

H.11 Bond Requirements

H.11.1 **Bid Bond** – *RESERVED [Intentionally Omitted]*

H.11.2 Performance and Payment Bond

H.11.2.1 The Contractor will be required to post a Performance and Payment Bond *Exhibit J.10* for each individual Asset Class Group as imposed below:

Asset Class Group C (Public Safety and Justice) – each with a penal value of 35% of the total proposed Contract NTE value (as modified), at the time the Agreement is executed in accordance with **Section [G.11]** Ordering Clause.

H.11.2.2 The Contractor shall, before commencing the exercise of any option period, provide to the Department a payment bond and performance bond, each with a penal sum equal to 35% of the subject Contract NTE for the option period price (i.e., base period and/or each of the individual option periods). Such bonds shall remain in full force and effect until the Contract period reaches term and the Department shall be able to draw upon such bonds regardless of the amount paid by the Department to the Contractor, even if such amount exceeds the penal value of such bonds.

H.11.2.3 All bonding companies must be included on the Department of Treasury's Listing of Approved Sureties.

H.12 **DISTRICT RESPONSIBILITIES** - *RESERVED [Intentionally Omitted]*

H.13 CONTRACTOR RESPONSIBILITIES

H.13.1 At all times and during performance under this Contract, the Contractor shall be responsible to the Department for any and all acts and omissions of the Contractor's agents, employees, subcontractors, sub-subcontractors, material suppliers, and laborers, and the agents and employees of the subcontractors, sub-subcontractors, material suppliers and laborers performing or supplying work in connection with the project/services.

H.13.1.2 Notwithstanding anything to the contrary, the Contractor shall be responsible for providing services in accordance with the requirements of this Contract.

- H.13.1.3** Notwithstanding anything to the contrary, the Contractor shall be responsible for obtaining any and all licenses and permits, unless otherwise stated herein necessary for the performance of this Contract.
- H.13.1.4** Notwithstanding anything to the contrary, the Contractor shall furnish all equipment needed for the performance of the work under the resultant Contract. All equipment must be properly guarded and meet all applicable OSHA standards.
- H.13.1.5** Notwithstanding anything to the contrary, the Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work and shall hold the District harmless for any action on his part or that of his employees or subcontractors, which results in illness, injury, or death.
- H.13.1.6** Notwithstanding anything to the contrary, the Contractor shall furnish all MSDS for any materials used in the performance of this Contract. The Contractor shall make efforts to use recycled paper products and environmentally preferable materials.
- H.13.1.7** Notwithstanding anything to the contrary, the Contractor shall be responsible for the base operations of the building only, which excludes retail space specific services, not provided to retailers by the building.
- a) The Contractor shall be liable for all fines and shall comply with all District regulations for safe handling, storage, disposal, and use of any hazardous materials and chemicals.
 - b) The Contractor shall be charged the cost, in the event of fines or penalties levied by the EPA or an Air Quality Management Authority.
- H.13.2** **Safety Requirements – *if and where applicable***
- H.13.2.1** The Contractor shall be responsible for complying with all applicable District and Federal rules, regulations and practices relating to safety on the job site; for all injury to persons or damage to property that occurs as a result of the Contractor's negligence and shall take proper safety and health precautions to protect the work, the workers, the tenants and District property; and for all materials delivered and work performed until completion and acceptance of the entire work in writing by the COTR.
- H.13.2.2** The Contractor shall provide and ensure that all its personnel at the work sites properly wear all applicable safety devices and apparel required by the United States Occupational Safety and Health Administration (OSHA) including, but not limited to:
- H.13.2.2.1** Back support devices
 - H.13.2.2.2** Eye protection
 - H.13.2.2.3** Hearing protection

- H.13.2.4** Hand protection
- H.13.2.2.5** Head protection
- H.13.2.2.6** Foot protection
- H.13.2.3** The District has the right to inspect all areas for safety violations at its discretion, direct the Contractor to make immediate improvement of necessary conditions and/or procedures, and/or stop the work if other hazards are deemed to exist.
- H.13.2.4** Notwithstanding any provision to the contrary, the District shall not be obligated to make an equitable adjustment for any work stoppage that results from safety hazards created by the Contractor. In the event that the Contracting Officer directs the work to stop because of existing safety hazards after the Contractor has been notified and provided ample time to correct, the Contractor shall bear all costs for eliminating the hazard(s) and shall not be granted compensation for the work stoppage.
- H.13.2.5** The Contractor shall immediately notify the COTR if the job site is visited by an OSHA official for compliance of the Occupational Safety and Health Act or any other safety regulatory requirements.
- H.13.3 Fire Prevention**
- H.13.3.1** The Contractor shall be responsible for establishing and maintaining an effective fire prevention program for its employees and the District property being serviced on the job site.
- H.13.3.2** The Contractor shall be knowledgeable and train all its employees on the job site to fulfill the requirements of this Statement of Work on the procedures, means of egress and methods of reporting fires on the job sites.
- H.13.4 Smoke Free Environment**
- The District's facilities are smoke free. The Contractor is responsible for adhering to all applicable rules and regulations regarding maintenance of a smoke free environment on the job sites.
- H.13.5 Delivery of Services - *RESERVED [Intentionally Omitted]***
- H.13.6 Communication**
- At its own expense, the Contractor shall provide electronic pagers, transportable cellular telephones, or any other telecommunication devices adequate to effectively provide a communication link to District officials especially in emergency situations when the need to get hold of Contractor personnel is greatest. The names of the individual officers and the telephone numbers for their respectively assigned pager and telephone number shall be provided to the Contracting Officer and the COTR at the start of the period of performance.

H.13.7 Accident Reports

The Contractor shall immediately notify the COTR of any accidents on the job site arising from the performance of this SOW that involve bodily injury to Contractor's employees or District workers or both, building occupants, visitors, or other persons.

H.13.8 Property Damage Notification

Any damage COTR used by the Contractor or its employees to District property shall be promptly repaired or replaced by the Contractor at the Contractor's expense.

H.13.9 Suspension Of Work

H.13.9.1 In the event services are not provided or required by the District because the buildings are closed due to unanticipated circumstances, deductions to the Contractor price normally payable to Contractor will be computed as follows.

H.13.9.2 The deduction rate in dollars per day will be equal to the per month Contract price for the building, divided by twenty-one (21) days per month. (This will be adjusted as appropriate if some portion of the Contractor's requirements apply to weekends or holidays).

H.13.9.3 The deduction rate in dollars per day multiplied by the number of days services were not provided or required will equal the total dollar deduction to be made.

H.13.9.4 Deductions will not be made to the extent that the Contractor can demonstrate that payment to employees is required by an incorporated wage determination or union agreement.

H.13.9.5 In the event services are provided for portion of days, appropriate adjustments will be made by the COTR to assure the Contractor is compensated for services provided.

H.13.10 Contract Completion or Termination

H.13.10.1 The Contractor shall turn over all plans' codes, manuals, records, files, reports, databases spare inventory and materials developed or purchased in the course of the Contract to the COTR within thirty (30) calendar days after Contract completion or termination.

H.14 DISINCENTIVE FEE SCHEDULE - (MONETARY ADJUSTMENTS – FINES/FEES)

H.14.1 The Contractor is on notice that the security services provided pursuant to the terms of this Contract are critical in nature, thus it is the District's expectation that the Contractor vigilantly ensure the safety and security of all District facilities under its care. The Contractor's failure to meet the security performance standards will result in the Departments assessment of the specific performance violations Disincentive Fee defined below. All Disincentive Fees will result in the application of monetary adjustments against monthly invoices for non-compliance as follows:

H.14.1.1 Penalties Related to Performance

- H.14.1.1.1** PSD will conduct random checks of Contractor's use of the District's detection devices, such as X-Ray machines, magnetometers, hand-held devices, etc. PSD and/or District employees will attempt to bring one (1) of the below listed weapons into a building utilizing the aforementioned detection devices:
- H.14.1.1.1.1** The Contractor shall detect *all weapons* on a PSD and or District's employee, including but not limited to, the following: (i) a knife or sharp instrument with a blade that is six (6") inches or more in length; (ii) any handgun or firearm (whether operable or not); or (iii) any rifle or shotgun (whether operable or not) that is on a person (concealed or not) or inside a person's bag. **Section [C.6.4.6] and [C.6.4.10].**
- H.14.1.1.1.2** If the Contractor's employee(s) fails to detect a weapon of any type (except bombs **Section [H.14.1.1.1.3]** below), the Contractor shall be assessed a Disincentive Fee of one thousand dollars (\$1,000) for the first violation by any employee, with an additional five hundred dollars for every subsequent violation by the same employee (\$1,000 + \$500 for the second violation; \$1,000 + \$1000 for the third Violation, etc.). Failure of the Contractor to detect any weapon may also cancel and *terminate* this Contract, pursuant to the District of Columbia Standard Contract Provisions (SCP) (January 14, 2016), Article 8 (Default). The COTR must be notified *immediately* of any infractions. **Section [C.6.4.6] and [C.6.4.10].**
- H.14.1.1.1.3** If the Contractor's employee(s) fails to detect a bomb of any type (real or simulated), the Contractor shall be assessed a Disincentive Fee of two thousand five hundred dollars (\$2,500) for the first violation by any employee, with an additional one thousand dollars for every subsequent violation by the same employee (\$2,500 + \$1,000 for the second violation; \$2,500 + \$2,000 for the third Violation, etc.). Failure of the Contractor to detect any bomb may also cancel and *terminate* this Contract, pursuant to the District of Columbia Standard Contract Provisions (SCP) (January 14, 2016), Article 8 (Default). The COTR must be notified *immediately* of any infractions. **Section [C.6.4.6] and [C.6.4.10].**
- H.14.1.1.2** Failure of the Contractor's employees to control entry and egress access by screening persons, vehicles (if, applicable), and packages coming into District Government buildings, facilities or properties to ensure that no unauthorized, prohibited or illegal property is brought into or removed from such locations **Sections [C.6.4.4], [C.6.4.6], and [C.6.4.10]** will result in the Contractor being assessed a Disincentive Fee of two hundred fifty dollars (\$250) per incident. The COTR must be notified *immediately* of any infractions.
- H.14.1.1.3** The Contractor shall discover, report, and detain (SPOs only) **Sections [C.6.4.4], [C.6.4.6] and [C.6.4.8]** persons attempting to gain unauthorized access to, or having unlawfully entered a property or secured areas; this includes monitoring building intrusion detection systems, conducting random roving patrols and all other related duties as determined by the COTR. The Contractor shall turn over all reports and detainees to PSD and/or MPD. Should investigation reveal failures to prevent, detail or report said access

or failure to monitor intrusion detection systems, conduct random patrols or other duties as required by Contractor employee(s), the incident will be memorialized as a Contract failure (non-compliance) and the Contractor will be assessed a Disincentive Fee of five hundred dollars (\$500) per incident. Continued and sustained violations of this section may also result in termination of the Contract. The COTR must be notified **immediately** of any infractions.

- H.14.1.1.4** If the Contractor's employees fail to report for duty on time, in full uniform and equipped with all necessary security equipment **Section [C.7.2.1]**, the Contractor will assess a Disincentive Fee of two hundred and fifty dollars (\$250) per uniform or equipment infraction, or any fraction thereof.
- H.14.1.1.5** Failure of Contractor employees to pay full time and attention to duties (playing video games, watching television or movies, or being otherwise distracted from required duties) or sleeping while on duty **Section [C.7.1.4] and [C.23.3.12]** will result in the Contractor being assessed a Disincentive Fee of two hundred fifty dollars (\$250) per incident and the Contractor immediately removing/replacing the employee. Continued and sustained violations of this section may also result in a recommendation to the Contractor that the employee be terminated from the Contract. The COTR must be notified **immediately** of any infractions.
- H.14.1.1.6** If the Contractor fails to maintain the required over supply of guards as required by the Contract **Section [C.7.1.3] and [C.7.2.2]**, the Contractor will be assessed a Disincentive Fee of one hundred dollars (\$100) per hour, per infraction or any fraction thereof.
- H.14.1.1.7** The Contractor will be assess a Disincentive Fee of one hundred dollars (\$100) per hour, per infraction for unstaffed (vacant) posts **Section [C.7.2.1]**.
- H.14.1.1.8** Failure to Perform Security Duties – Any acts of vandalism, sabotage or theft of District vehicles, buildings or equipment that is the direct result of the Contractor, or Contractor's employees, agents or representatives failing to perform duties as required by the Contract and detailed in the Post Orders, shall result in the Contractor being assess a Disincentive Fee of one hundred (100%) percent of the cost of repair or replacement of the lost, damaged, or stolen asset, **plus** all applicable administrative costs and fees **Section [C.5.3]**.
- H.14.1.1.9** Failure of the Contractor's employees to prevent and report safety and security violations, risks, damage, pilferage, removal, misuse, larceny, theft, or any other improper or unlawful threats, or disposition of District or personal property to the COTR or designated Point(s) of Contact (POC) (should investigation reveal that any failure to prevent or report said security violations were due to Contractor employee negligence or inaction) the Contractor will be assessed a Disincentive Fee of up to one hundred (100%) percent of the cost of repair or replacement of the lost, damaged, or stolen asset, **plus** all applicable administrative costs and fees **Section [C.5.3]**.
- H.14.1.1.10** Failure to reassign, remove, or replace Officers as set forth in this Contract or as requested by the COTR within the timeframes of this agreement will result in the Contractor being

assessed a Disincentive Fee of one hundred dollars (\$100) per hour, and fraction thereof, for each incident of delay. **Section [C.23]**.

- H.14.1.1.11** Participation in prohibited/unethical behaviors by Contract employees, as detailed in **Section [C.23.15]**, or the Contractor's failure to investigate, discipline, or remove an employee for such violations, will result in the Contractor being assessed a Disincentive Fee of one hundred dollars (\$100) per violation or per incident of failure to investigate, discipline, remove, or replace an employee for such violation(s) **Section [C.23]**.
- H.14.1.1.12** Failure of the Contractor's employees to return any keys or card keys issued by the D.C. Government for their use at any site upon transfer to another site, resignation, termination, or dismissal of the employee for any reason, shall result in the Contractor being assessed a Disincentive Fee of one hundred dollars (\$100) per violation **Section [C.24.1.3]**.
- H.14.1.1.13** Failure of the Contractor or Employee to report the arrest or conviction of any employee for a Traffic or Misdemeanor Offense in Washington, DC, or for an arrest in any other jurisdiction that would constitute a Traffic or Misdemeanor arrest if such act had occurred in Washington, DC, will result in the Contractor being assessed a Disincentive Fee of five hundred dollars (\$500) per violation **Section [C.9.2.7]**.
- H.14.1.1.14** Failure of the Contractor or Employee to report the arrest or conviction of any employee for a Felony Offense in Washington, DC, or for an arrest in any other jurisdiction that would constitute a Felony arrest if such act occurred in Washington, DC, will result in the Contractor being assessed a Disincentive Fee of one thousand dollars (\$1,000) per violation **Section [C.9.2.7]**.
- H.14.1.1.15** Failure of the Contractor or Employee to report the arrest or conviction of any employee commissioned as an Armed SPO for a Domestic Violence Offense in Washington, DC, or for an arrest in any other jurisdiction that would constitute a Domestic Violence arrest if such act occurred in Washington, DC, will result in the Contractor being assessed a Disincentive Fee of two thousand five hundred dollars (\$2,500) per violation **Section [C.9.2.7]**.
- H.14.1.2 Penalties Related to Training Requirements:**
 - H.14.1.2.1** Failure to provide all training materials to the COTR, or his designee, for review and approval *prior to use or failure* to submit all changes to approved materials to the COTR for approval *prior to use* will result in the Contractor being assessed a Disincentive Fee of one hundred dollars (\$100) per twenty-four (24) hour period of delay **Section [C.18.4]**.
 - H.14.1.2.2** Failure to maintain training records or provide proof/certificates of Training as set forth in **Section [C.18]** will result in the Contractor being assessed a Disincentive Fee of one hundred dollars (\$100) per employee.
 - H.14.1.2.3** Submitting any false affidavits, records, or certifications for training verification will result in the Contractor being assessed a Disincentive Fee of one thousand dollars (\$1000) per incident. Fraudulent behavior also constitutes a *material breach* of this Contract. Continued and sustained violations of this section may also result in a recommendation to

the Contractor that the responsible employee(s) be terminated from the Contract. The COTR must be notified **immediately** of any infractions. **Section [C.18]**.

- H.14.1.2.4** Failure of the Contractor to review and certify that all employees previously employed by another security agency and received that other security agency's pre-assignment training meet the requirements described in **Section [C.18.9]**. Violations of this section will result in the Contractor being assessed a Disincentive Fee of one hundred dollars (\$100) per employee, **Section [C.18]**.
- H.14.1.2.5** Violations of any other training mandates not listed in **Sections [H.14.1.2.1]** through **H.13.1.2.4** will result in the Contractor being assessed a Disincentive Fee of one hundred dollars (\$100) per employee/incident **Section [C.16]**.
- H.14.1.2.6** Violations of any firearm training mandates will result in the in the Contractor being assessed a Disincentive Fee of two hundred fifty dollars (\$250) per employee/incident **Section [C.18.7]**.
- H.14.1.2.7** Violations of any On-the-Job (OJT) or Job [Site] Orientation training mandates will result in the Contractor being assessed a Disincentive Fee of one hundred dollars (\$100) per employee **Section [C.18.8]**.
- H.14.1.2.8** Violations of utilizing certified instructors, as required by regulation or this Contract, in addition to (re)conducting the training with the required certified trainer, at no additional cost to the Government, the Contractor will be assessed a Disincentive Fee of one hundred dollars (\$100) per affected employee, **Section [C.18.4.2]**.
- H.14.1.3 Penalties Related to Administrative Functions**
 - H.14.1.3.1** Failure to maintain medical files and provide all employee names and documentation of mandated drug testing to PSD, upon request, for each Security Officer (SO) and Special Police Officer (SPO) working under the Contract as set forth in **Section [C.18.9.2]**, shall result in the Contractor being assessed a Disincentive Fee of two hundred and fifty dollars (\$250) per incident.
 - H.14.1.3.2** Failure to provide Contract Security Administrative Support (Project Manager) as set forth and detailed in **Section [C.7.1.1]** shall result in the Contractor being assessed a Disincentive Fee of two hundred and fifty dollars (\$250) per incident.
 - H.14.1.3.3** Failure to provide any required personnel and hours of coverage for the Contract as set forth and detailed in **Section [C.7]** shall result in the Contractor being assessed a Disincentive Fee of five hundred dollars (\$500) per day per staff person not provided.
 - H.14.1.3.4** Failure of the Contractor's PM (or other officially designated personnel) to attend weekly meetings with the COTR as set forth and detailed in **Section [C.21]** shall result in the Contractor being assessed a Disincentive Fee of one hundred dollars (\$100) per incident.

- H.14.1.3.5** Failure of the Contractor to provide staffing to cover all posts and duty hours as defined by individual Task Orders and associated post staffing orders, as amended, to ensure that no employee of the Contractor shall provide more than twelve (12) hours of service on one (1) or more Contracts in a twenty-four (24) hour period, unless the work periods are separated by an eight (8) hour non-duty period. (This limitation may be waived, in writing, by the COTR in situations deemed to constitute an emergency, e.g., severe weather, civil disturbance, or other unusual events.). In the absence of a written confirmation of a waiver from the COTR for each instance, the Contractor will be assessed a Disincentive Fee of one hundred dollars (\$100) per hour for every hour over the twelve (12) hour limit, per employee per shift **Section [C.7.1.3]**.
- H.14.1.3.6** Activity Logbooks are the property of the District of Columbia and are subject to administrative audits and the provisions of the Freedom of Information Act (FOIA), as amended **Section [C.19]**. Failure of Contractor employees to properly annotate and maintain Activity Logbooks at all facilities/posts will result in the Contractor being assessed a Disincentive Fee of fifty dollars (\$50) per failed entry **Section [C.19.1]**.
- H.14.1.3.7** The Contractor is reminded that false or fraudulent entries into, or the willful destruction of Activity Logbooks, Post Orders, or any other Government equipment may result in criminal prosecution and will cause the offending employee to be permanently and immediately released from this Contract **Section [C.23.3.3]**.
- H.14.1.3.8** All violations of **Section [C.9.2]** will be memorialized as a Contract failure (non-compliance) and the Contractor will be assessed a Disincentive Fee of one hundred dollars (\$100) per hour, per employee. The offending employee shall not be allowed to continue work on the Contract until written proof of minimum eligibility has been submitted and approved by the COTR.
- H.14.1.3.9** *Continued and sustained violations* of **Section [C.9.2]** will be considered a *material breach* of this Contract and will result in punitive action up to Contract termination.
- H.14.1.3.10** Failure of the Contractor to provide Relief Officers to relieve other security employees at their assigned posts for rest/lunch breaks as detailed in **Section [C.13.1]** will result in the Contractor being assessed a Disincentive Fee of fifty dollars (\$50) per failed break.
- H.14.1.3.11** Failure to maintain format and content of all personnel and training files for required documentation necessary to validate the qualifications, licensing, and evidence of required training for each of the Contractor's employees to perform under the Contract as set forth in **Section [C.18.9]** shall result in the Contractor being assessed a Disincentive Fee of one hundred dollars (\$100) per employee/incident.
- H.14.1.3.12** Violations of employee/Contractor investigative cooperation as detailed in Sections **[C.6.4.20]** and **[C.20]**, will result in the Contractor being assessed a monetary adjustment of one hundred dollars (\$100) for each incident.
- H.14.1.4 Penalties Related to Contract Deliverable Violations**

- H.14.1.4.1** Failure of the Contractor to provide any report as set forth in **Section [F.3] (Deliverables)** will result in the Contractor being assessed a Disincentive Fee of two hundred and fifty (\$250) per incident. This monetary adjustment in no way alleviates the Contractor's requirement to submit deliverables as required by the Contract.
- H.14.1.4.2** Failure to submit Incident Report Form(s) on demand as set forth in this Contract, shall result in the Contractor being assessed a Disincentive Fee of fifty dollars (\$50) per twenty-four (24) hour period of delay **Section [C.19.5]**.
- H.14.2 Notification and Application Disincentive Fee /Monetary Adjustments**
- H.14.2.1** Notification of claims by the District government against the Contractor.
- H.14.2.1.1** The COTR, or his/her designee, shall review reports and notify the Contractor in writing, within three (3) business days of the event/incident that is the subject of the discrepancy and assessment of the Disincentive Fee.
- H.14.2.1.2** The Contractor has ten (10) calendar days from receipt to appeal, refute, dispute, or explain all reported discrepancies, in writing, to the COTR and CO. If the Contractor fails to respond to the notification, the Disincentive Fee will be considered sustained, and the monetary adjustment will be automatically applied.
- H.14.2.1.3** The COTR shall investigate all appealed, refuted, disputed, or explained Disincentive Fee reports returned from the Contractor and provide a **recommendation** (based on the Contractor's response) to the Associate Director for Security for PSD.
- H.14.2.1.4** The Chief of Contracts and Procurement, Chief Procurement Officer, shall render the **final determination** for all Disincentive Fee/monetary adjustments under this Contract.
- H.14.2.1.5** Three (3) sustained Disincentive Fees/monetary adjustments **Section [H.14.1]** assessments shall constitute "*continued and sustained violations*" for failure to supply Contracted services at any location and the Contracting Officer (CO) may remove that location from the Contractor's list of locations and either undertake to provide security services at that location directly or reassign responsibility (and assets) for that location to another Contractor.
- H.14.2.1.6** Sustained Disincentive Fees/monetary adjustments will be considered in the Contractor's annual performance evaluation.

H.15 ANTI-DEFICIENCY ACTS

The obligations and responsibilities of the Department under the terms of the Contract, or any subsequent Agreement entered into pursuant to this Contract or referenced herein (to which the Department is a party), are and shall remain subject to the provisions of: (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351, 1511-1519 (2004) (the

“**Federal ADA**”), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01 – 355.08 (2004 Supp.)(the “**D.C. ADA**” and (i) and (ii) collectively, as amended from time to time, the “**Anti- Deficiency Acts**”); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001). Pursuant to the Anti-Deficiency Acts, nothing in this Agreement shall create an obligation of the Department in anticipation of an appropriation by Congress for such purpose, and the Department’s legal liability for payments and other charges under this Contract shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress. **IN ACCORDANCE WITH § 446 OF THE HOME RULE ACT, D.C. CODE § 1-204.46, NO DISTRICT OF COLUMBIA OFFICIAL IS AUTHORIZED TO OBLIGATE OR EXPEND ANY AMOUNT UNDER THE AGREEMENT OR CONTRACT UNLESS SUCH AMOUNT HAS BEEN APPROVED, IS LAWFULLY AVAILABLE AND APPROPRIATED BY ACT OF CONGRESS.**

H.16 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at *D.C. Official Code § 2-532 (a-3)*, requires the District to make available for inspection and copying any record produced or collected pursuant to a District Contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the Contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in **Section [G.9]** 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*.

H.17 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 program and activities. **See 29 U.S.C. §794 et seq.**

H.18 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.**

H.19 WAY TO WORK AMENDMENT ACT OF 2006

- H.19.1** Except as described in **Section [H.19.8]** 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.
- H.19.2** The Contractor shall pay its employees and subcontractors who perform services under the Contract no less than the current living wage.
- H.19.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the Contract no less than the current living wage rate.
- H.19.4** The DOES may adjust the living wage annually and Contractor will find the current living wage rate on its website at www.does.dc.gov.
- H.19.5** The Contractor shall provide a copy of the Fact Sheet attached as **Exhibit J.3** to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as **Exhibit J.3** 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.
- H.19.6** The Contractor shall maintain its payroll records under the Contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.19.7** 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.**
- H.19.8** The requirements of the Living Wage Act of 2006 do **not** apply to:
- (1) Contracts or other Agreement s that are subject to higher wage level determinations required by federal law.
 - (2) Existing and future collective bargaining Agreement s, 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 Agreement s 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 Agreement s 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 Healthcare and Community Residence 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
- (10) Contracts or other Agreement s between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.19.9 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.

H.20 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 diverting any of the specified key personnel for any reason, the Contractor shall notify the CO at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the Contract. The Contractor shall obtain written approval of the CO for any proposed substitution of key personnel.

H.21 CAMPAIGN FINANCE REFORM ACT

The Contractor agrees to comply with the Campaign Finance Reform Act certification requirement *Exhibit J.20* pursuant to D.C. Official Code § 1-1161.01 and will satisfy all self-certification requirements prior to the execution of any contract, as applicable.

SECTION I CONTRACT CLAUSES

I.1 GOVERNING LAW

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

I.2 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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

I.3 CONTRACTS THAT CROSS FISCAL YEARS

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

I.4 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

I.5 CONTINUITY OF SERVICES

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

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

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

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

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

I.5.2.2 Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan and shall be subject to the Contracting Officer's approval.

- I.5.3** The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.
- I.5.4** The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- I.5.5** Only in accordance with a modification issued by the Contracting Officer, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after Contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this Contract

I.6 CONFIDENTIALITY OF INFORMATION

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

I.7 ESTIMATED QUANTITIES

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

I.8 DISPUTES

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

I.9

CHANGES

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

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

I.10 NON-DISCRIMINATION CLAUSE

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

the provisions in paragraphs 19(b) (1) and (b) (2) concerning non-discrimination and affirmative action.

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

I.11 RIGHTS IN DATA

A. Definitions

1. "Products" - A deliverable under any Contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed

software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.

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

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

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

B. Title to Project Deliverables

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

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

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

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

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

D. **Subcontractor Rights**

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

E. **Source Code Escrow**

1. For all computer software furnished to the District with the rights specified in **Section [I.11]**, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in **Section [I.11]**. For all computer software furnished to the District with the restricted rights specified in **Section [I.11]** of this clause, the District, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the Contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the Contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in **Section [I.11]** of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/ developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.

3. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above and certify such updating of escrow to the District in writing.

F. Indemnification and Limitation of Liability

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

I.12 OTHER CONTRACTORS

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

I.13 SUBCONTRACTS

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

I.14 INSURANCE

- A. GENERAL REQUIREMENTS.** The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this Contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this Contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. Should the Contractor decide to engage a subcontractor for segments of the work under this Contract, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided by the CA, to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor and the CA. The Contractor must provide proof of the subcontractor's required insurance to prior to commencement of work by the subcontractor. If the Contractor decides to engage a subcontractor without

requesting from ORM specific insurance requirements for the subcontractor, such subcontractor shall have the same insurance requirements as the Contractor.

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

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

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

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a Contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general

aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit including explosion, collapse, and underground hazards.

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

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

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

5. Crime Insurance (3rd Party Indemnity) - The Contractor shall provide a Crime policy including 3rd party fidelity to cover the dishonest acts of Contractors, its employees and/or volunteers which result in a loss to the District. The Government of the District of Columbia shall be included as loss payee. The policy shall provide a limit of \$10,000 per occurrence.
6. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of

privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.

7. Employment Practices Liability - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts, whether between employees of Contractor or against third parties. Employment Practices Liability coverage must specifically state Third Party Liability coverage is included. Contractor will indemnify and defend the District of Columbia should it be named co-defendant or be subject to or party of any claim. Coverage shall also extend to Temporary Help Firms and Independent Contractors hired by Contractor. The policy shall provide limits of not less than \$1,000,000 for each wrongful act and \$2,000,000 annual aggregate for each wrongful act.
8. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$5,000,000 per claim or per occurrence for each wrongful act and \$5,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.
9. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. Coverage should include physical abuse, such as sexual or other bodily harm and non-physical abuse, such as verbal, emotional, or mental abuse; any actual, threatened, or alleged act; errors, omission, or misconduct. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called "silent" coverage under a commercial general liability or professional liability policy will not be acceptable.
10. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in

the Contractor's umbrella or excess liability policy or (ii) \$15,000,000 per occurrence and \$15,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. SECURITY GUARDS (ARMED AND UNARMED).

1. General & Professional Liability – The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of Security Guard Liability coverage for both armed and unarmed security officers. This insurance requirement generally presents as a packaged insurance program that includes the General Liability and Professional Liability coverages. However, the requirement is deemed satisfied even as separate insurance policies.
2. Assault and Battery – coverage for injury to third parties. Assault is defined as "an act that threatens physical harm to a person." Battery is defined as "the crime of unconsented physical contact with another person."
3. Errors & Omission Endorsement – coverage for committing an error or omission in performance of professional duties; designed to cover financial losses.
4. Lost Key – coverage for claims arising out of property damage due to loss arising out of the loss of a customer's keys by an insured. Covers only the actual cost of the keys, the adjustment of locks to accept new keys, or the cost of purchasing and installing new locks. Does not apply to loss arising out of a variety of dishonest acts committed by any insured.
5. Care, Custody, Control (CCC) – coverage for property damage of third parties when in physical possession of the insured; any party with a legal obligation to exercise care with respect to property that has been deemed to have that property in its CCC.
6. Personal Injury – coverage for false arrest, detention, or imprisonment; malicious prosecution; wrongful eviction; slander; libel; and invasion of privacy

C. PRIMARY AND NONCONTRIBUTORY INSURANCE

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

- D. **DURATION.** The Contractor shall carry all required insurance until all Contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this Contract and two years for non-construction related Contracts.
- E. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- F. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- G. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the Contract price.
- H. **NOTIFICATION.** The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the Contract.
- I. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding Contract number. Evidence of insurance shall be submitted **via e-mail only** to:

The Government of the District of Columbia

KIANNA SHEPHERD, C/O Benjamin Kassa

Contracting Officer
Supervisory Contract Specialist
Department of General Services
3924 Minesota Avenue, N.E. | 5th Floor
Telephone: (202) 360-7207
E-mail address: kokou.kassa@dc.gov

The CO may request, and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the

Contractor expires prior to completion of the Contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

J. DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this Contract.

K. CARRIER RATINGS. All Contractor's and its subcontractors' insurance required in connection with this Contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the District.

I.15 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as **Exhibit J.16**. An award cannot be made to any Offeror who has not satisfied the equal employment requirements.

I.16 ORDER OF PRECEDENCE

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

ORDER OF PRECEDENCE

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

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

SECTION J ATTACHMENTS

The following list of exhibits are incorporated into this solicitation by attachment.

EXHIBIT NUMBER	DOCUMENT	REFERENCE
EXHIBITS TO THE SOLICITATION & PROPOSED CONTRACT		
J.1	Government of the District of Columbia's Department of General Services Standard Contract Provisions for Supplies and Services Contracts, January 2016	<i>Ref.</i>
J.2	U.S. Department of Labor Wage Determination 2015-4281, Revision 29 dated April 11, 2024	<i>Ref.</i>
J.3	Way to Work Amendment Act of 2006 - Living Wage Notice & Fact Sheet	<i>Ref.</i>
J.4	Price/Cost Schedule – Asset Class E	<i>Submittal</i>
J.5	Form of Task Order	<i>Ref.</i>
J.6	List of Posts Asset Class E – To be provided upon TO issuance	<i>Ref.</i>
J.7	District Ethics Manual	<i>Ref.</i>
J.8	Service Employees International Union Local 32BJ Collective Bargaining Agreement	<i>Ref.</i>
J.9	Service Employees International Union Local 32BJ Collective Bargaining Agreement Rider	<i>Ref.</i>
J.10	Performance and Payment Bond	<i>Submittal</i>
EXHIBIT NUMBER	DOCUMENT	COMPLIANCE
REQUIRED SOLICITATION COMPLIANCE DOCUMENTS		
J.11	Vendor-Submission Portal Instructions	<i>Reserved</i>
J.12	Bidder/Offer Certification	<i>COMPLIANCE</i>
J.13	DOES First Source Employment Agreement	<i>COMPLIANCE</i>
J.14	DOES First Source Employment Plan	<i>COMPLIANCE</i>
J.15	DSLBD SBE Subcontracting Plan Form	<i>COMPLIANCE</i>
J.16	EEO Policy Statement Agreement & Employer Information Report	<i>COMPLIANCE</i>
J.17	Certificate of Clean Hands – https://mytax.dc.gov/	<i>COMPLIANCE</i>
J.18	DC Security Agency Business License	<i>COMPLIANCE</i>
J.19	DSLBD CBE Certification Information – if applicable	<i>COMPLIANCE</i>
J.20	Campaign Finance Reform Contractor Self-Certification Form	<i>COMPLIANCE</i>

SECTION K

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 Bidder/Offeror Certification Form *Exhibit J.12*

K.2 WALSH-HEALEY ACT

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

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

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

K.3.1 Definitions. As used in this provision:

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

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

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

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

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

employees and any other Contractor employee who has other than a minimal impact or involvement in Contract performance.

K.3.1.6 Individual: means an Offeror/Contractor that has no more than one employee including the Offeror/Contractor.

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

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish an ongoing drug-free awareness program to inform such employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Contractor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (3) Provide all employees engaged in performance of the Contract with a copy of the statement required by **Section [K.3.2(1)]** of this clause;
- (4) Notify such employees in writing in the statement required by **Section [K.3.2(1)]** of this clause that, as a condition of continued employment on this Contract, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Notify the CO in writing within 10 days after receiving notice under **Section [K.3.2(4)(b)]** of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under **Section [K.3.2(4)(b)]** of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - a. Take appropriate personnel action against such employee, up to and including termination; or
 - b. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of **Section [K.3.2 (1)]** through **[K.3.2 (6)]** of this clause.

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

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






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Final Audit Report

2024-06-14

Created:	2024-06-14
By:	Tracy Seymour (Tracy.Seymour@aus.com)
Status:	Signed
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