

SOLICITATION, OFFER, AND AWARD		1. Caption Security Services		Page of Pages 1 71	
2. Contract Number	3. Solicitation Number DCAM-2009-B-0003	4. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		5. Date Issued 1/30/2009	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside
7. Issued By: Office of Contracting & Procurement Group IX 441 4th Street, NW Suite 700 South Washington, DC 20001			8. Address Offer to: Office of Contracting & Procurement Bid Counter 441 4th Street, NW, 703 South Washington, DC 20001		

NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 441 4th Street, NW, 703 South until 10:00 local time 2-Mar-09
(Hour) (Date)

CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.

10. For Information Contact	A. Name Gregory Nance		B. Telephone 202 724-5438 (Ext)		C. E-mail Address gregory.nance@dc.gov
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OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 60 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

13. Discount for Prompt Payment 10 Calendar days % 20 Calendar days % 30 Calendar days % ___ Calendar days %

14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number	Date	Amendment Number	Date

15A. Name and Address of Offeror	16. Name and Title of Person Authorized to Sign Offer/Contract
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(Area Code)	(Number)	(Ext)	15 C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>	17. Signature	18. Offer Date
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AWARD (TO BE COMPLETED BY GOVERNMENT)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation

22. Name of Contracting Officer (Type or Print) Gena Johnson	23. Signature of Contracting Officer (District of Columbia)	24. Award Date
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Government of the District of Columbia

Office of Contracting & Procurement

SECTION B SUPPLIES OR SERVICES AND PRICE

B.1 INTRODUCTION

The Government of the District of Columbia, Office of Contracting and Procurement (OCP), on behalf of the Office of Property Management (OPM) (the District) is seeking a highly skilled and technically proficient security contractor to provide security services and qualified personnel to protect persons and property at various District leased or owned facilities.

B.2 CONTRACT TYPE

The District contemplates award of a requirements type contract with a fixed price for the transition services the base period of performance only.

B.3 REQUIREMENTS

The District will purchase its requirements of the articles or services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. 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 its obligation to fill all such orders.

- a. Delivery or performance shall be made only as authorized in accordance with the Ordering Clause G.10. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.
- b. There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c. 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 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 make any deliveries under this contract after contract period of performance.

B.4 PRICE SCHEDULE**B.4.1 Base Year**

Contract Line Item Number (CLIN)	Description	Estimated Quantity	Unit	Unit Price	Total Price
Security Guard Service – Sector I (Aggregate Award Group 1)					
0001	Security Guard	166,671	Hour	\$ _____	\$ _____
0002	Commissioned Special Police Officer - Unarmed	111,414	Hour	\$ _____	\$ _____
0003	Commissioned Special Police Officer - Armed	107,450	Hour	\$ _____	\$ _____
0004	Transition Services	1	Job	\$ _____	\$ _____
Base Year Total Sector 1 (Aggregate Award Group 1)					\$ _____
Security Guard Service – Sector II (Aggregate Award Group 2)					
0005	Security Guard	59,577	Hour	\$ _____	\$ _____
0006	Commissioned Special Police Officer - Unarmed	75,690	Hour	\$ _____	\$ _____
0007	Commissioned Special Police Officer - Armed	15,826	Hour	\$ _____	\$ _____
0008	Transition Services	1	Job	\$ _____	\$ _____
Base Year Total Sector II (Aggregate Award Group 2)					\$ _____
Security Guard Service – Sector III (Aggregate Award Group 3)					
0009	Security Guard	101,957	Hour	\$ _____	\$ _____
00010	Commissioned Special Police Officer - Unarmed	103,666	Hour	\$ _____	\$ _____
0011	Commissioned Special Police Officer - Armed	29,424	Hour	\$ _____	\$ _____
0012	Transition Services	1	Job	\$ _____	\$ _____
Base Year Total Sector III (Aggregate Award Group 3)					\$ _____

B.3.2 Option Year One

Contract Line Item Number (CLIN)	Description	Estimated Quantity	Unit	Unit Price	Total Price
Security Guard Service – Sector I (Aggregate Award Group 1)					
0101	Security Guard	166,671	Hour	\$ _____	\$ _____
0102	Commissioned Special Police Officer - Unarmed	111,414	Hour	\$ _____	\$ _____
0103	Commissioned Special Police Officer - Armed	107,450	Hour	\$ _____	\$ _____
Option Year One Total Sector 1 (Aggregate Award Group 1)					\$ _____
Security Guard Service – Sector II (Aggregate Award Group 2)					
0104	Security Guard	59,577	Hour	\$ _____	\$ _____
0105	Commissioned Special Police Officer - Unarmed	75,690	Hour	\$ _____	\$ _____
0106	Commissioned Special Police Officer - Armed	15,826	Hour	\$ _____	\$ _____
Option Year One Total Sector II (Aggregate Award Group 2)					\$ _____
Security Guard Service – Sector III (Aggregate Award Group 3)					
0107	Security Guard	101,957	Hour	\$ _____	\$ _____
0108	Commissioned Special Police Officer - Unarmed	103,666	Hour	\$ _____	\$ _____
0109	Commissioned Special Police Officer - Armed	29,424	Hour	\$ _____	\$ _____
Option Year One Total Sector III (Aggregate Award Group 3)					\$ _____

B.3.3 Option Year Two

Contract Line Item Number (CLIN)	Description	Estimated Quantity	Unit	Unit Price	Total Price
Security Guard Service – Sector I (Aggregate Award Group 1)					
0201	Security Guard	166,671	Hour	\$ _____	\$ _____
0202	Commissioned Special Police Officer - Unarmed	111,414	Hour	\$ _____	\$ _____
0203	Commissioned Special Police Officer - Armed	107,450	Hour	\$ _____	\$ _____
Option Year Two Total Sector 1 (Aggregate Award Group 1)					\$ _____
Security Guard Service – Sector II (Aggregate Award Group 2)					
0204	Security Guard	59,577	Hour	\$ _____	\$ _____
0205	Commissioned Special Police Officer - Unarmed	75,690	Hour	\$ _____	\$ _____
0206	Commissioned Special Police Officer - Armed	15,826	Hour	\$ _____	\$ _____
Option Year Two Total Sector II (Aggregate Award Group 2)					\$ _____
Security Guard Service – Sector III (Aggregate Award Group 3)					
0207	Security Guard	101,957	Hour	\$ _____	\$ _____
0208	Commissioned Special Police Officer - Unarmed	103,666	Hour	\$ _____	\$ _____
0209	Commissioned Special Police Officer - Armed	29,424	Hour	\$ _____	\$ _____
Option Year Two Total Sector III (Aggregate Award Group 3)					\$ _____

B.3.4 Option Year Three

Contract Line Item Number (CLIN)	Description	Estimated Quantity	Unit	Unit Price	Total Price
Security Guard Service – Sector I (Aggregate Award Group 1)					
0301	Security Guard	166,671	Hour	\$ _____	\$ _____
0302	Commissioned Special Police Officer - Unarmed	111,414	Hour	\$ _____	\$ _____
0303	Commissioned Special Police Officer - Armed	107,450	Hour	\$ _____	\$ _____
Option Year Three Total Sector 1 (Aggregate Award Group 1)					\$ _____
Security Guard Service – Sector II (Aggregate Award Group 2)					
0304	Security Guard	59,577	Hour	\$ _____	\$ _____
0305	Commissioned Special Police Officer - Unarmed	75,690	Hour	\$ _____	\$ _____
0306	Commissioned Special Police Officer - Armed	15,826	Hour	\$ _____	\$ _____
Option Year Three Total Sector II (Aggregate Award Group 2)					\$ _____
Security Guard Service – Sector III (Aggregate Award Group 3)					
0307	Security Guard	101,957	Hour	\$ _____	\$ _____
0308	Commissioned Special Police Officer - Unarmed	103,666	Hour	\$ _____	\$ _____
0309	Commissioned Special Police Officer - Armed	29,424	Hour	\$ _____	\$ _____
Option Year Three Total Sector III (Aggregate Award Group 3)					\$ _____

B.3.5 Option Year Four

Contract Line Item Number (CLIN)	Description	Estimated Quantity	Unit	Unit Price	Total Price
Security Guard Service – Sector I (Aggregate Award Group 1)					
0401	Security Guard	166,671	Hour	\$ _____	\$ _____
0402	Commissioned Special Police Officer - Unarmed	111,414	Hour	\$ _____	\$ _____
0403	Commissioned Special Police Officer - Armed	107,450	Hour	\$ _____	\$ _____
Option Year Four Total Sector 1 (Aggregate Award Group 1)					\$ _____
Security Guard Service – Sector II (Aggregate Award Group 2)					
0404	Security Guard	59,577	Hour	\$ _____	\$ _____
0405	Commissioned Special Police Officer - Unarmed	75,690	Hour	\$ _____	\$ _____
0406	Commissioned Special Police Officer - Armed	15,826	Hour	\$ _____	\$ _____
Option Year Four Total Sector II (Aggregate Award Group 2)					\$ _____
Security Guard Service – Sector III (Aggregate Award Group 3)					
0407	Security Guard	101,957	Hour	\$ _____	\$ _____
0408	Commissioned Special Police Officer - Unarmed	103,666	Hour	\$ _____	\$ _____
0409	Commissioned Special Police Officer - Armed	29,424	Hour	\$ _____	\$ _____
Option Year Four Total Sector III (Aggregate Award Group 3)					\$ _____

B.4.6 Grand Total

B.4.6.1 Sector 1

Period of Performance	Total Price
Base Year	\$ _____
Base Year Transition	\$ _____
Option Year One	\$ _____
Option Year Two	\$ _____
Option Year Three	\$ _____
Option Year Four	\$ _____
Grand Total Sector 1	\$ _____

B.4.6.2 Sector 2

Period of Performance	Total Price
Base Year	\$ _____
Base Year Transition	\$ _____
Option Year One	\$ _____
Option Year Two	\$ _____
Option Year Three	\$ _____
Option Year Four	\$ _____
Grand Total Sector 2	\$ _____

B.4.6.3 Sector 3

Period of Performance	Total Price
Base Year	\$ _____
Base Year Transition	\$ _____
Option Year One	\$ _____
Option Year Two	\$ _____
Option Year Three	\$ _____
Option Year Four	\$ _____
Grand Total Sector 3	\$ _____

B.5 IFB OPEN MARKET SOLICITATIONS (SUPPLIES & SERVICES)

B.5.1 If a bidder intends to subcontract under this solicitation, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section M.1.1. The prime contractor responding to this solicitation shall be required to submit with its bid, a notarized statement detailing its subcontracting plan. Bids responding to this IFB shall be deemed nonresponsive and shall be rejected if the bidder intends to subcontract in accordance with the provisions of section M.1.1, but fails to submit a subcontracting plan with its bid.

**SECTION C
SPECIFICATIONS/WORK STATEMENT**

C.1 SCOPE:

The Government of the District of Columbia, Office of Contracting and Procurement (OCP), on behalf of the Office of Property Management (OPM) (the District) is seeking a highly skilled and technically proficient security contractor to provide security services and qualified personnel to protect persons and property at various District leased or owned facilities (Facilities). The contractor shall provide, at its own expense, all training, equipment, unless provided by the District, supplies, licenses, permits, certificates, insurance, pre-employment screenings, reports, and files necessary to provide security services as described in Section C and Section H.

Facilities are continuously evaluated for security requirements, and as such, the list of Facilities attached as Attachment J.1.1 may be amended to delete or add additional facilities from the contract. In addition, security posts and personnel requirements may be adjusted, either temporally or permanently, at any Facility, at the sole discretion of the Contracting Officer’s Technical Representative (COTR) identified in G.9.1. The contractor shall adjust its security services and its billing as needed and dictated by the COTR.

C.1.1 APPLICABLE DOCUMENTS

The following documents are applicable to this procurement and incorporated by this reference:

#	Type	Title	Date/ Version
1	D.C. Municipal Regulations	District of Columbia Municipal Regulations, Title 6A, Chapter 11 Available at: http://os.dc.gov/os/cwp/view,a,1207,q,639817.asp	June 2007
2	D.C. Law	Council of the District of Columbia, “Enhanced Professional Security Amendment Act of 2008” Available at: http://www.dccouncil.us/images/00001/20080122101252.pdf	Most Recent
3	D.C. Municipal Regulations	Special Police Officer’s Commission DC Police Department – Security Officer’s Management Branch (SOMB), which utilizes District of Columbia Municipal Regulations, Title 6A, Chapter 11 Available at: http://os.dc.gov/os/cwp/view,a,1207,q,639817.asp	Most Recent

C.1.2 DEFINITIONS

The terms below have the following meaning when used in the solicitation and resulting contract:

- C.1.2.1 Security Guard (Guard I Unarmed)** – Shall protect property from theft or damage and persons from hazards, injury or interference, and must possess and maintain at all times those qualifications as listed in C.4 below. Duties shall include, but not be limited to: serving at a fixed post; making rounds on foot or by motor vehicle; escorting persons on government-owned and leased property; screening persons; packages and other items both electronically and physically; and helping District employees and other persons inside the Facility, by answering questions and providing directions. Guards may be armed with police batons and shall be trained in their proper use. At no time shall a security guard be required to carry any other weapon, search or detain personnel or affect an arrest.
- C.1.2.2 Commissioned Special Police Officer, Unarmed (Guard II Unarmed)** – In addition to the duties performed by Guard I employees, Commissioned Special Police Officer – Unarmed employees shall possess arrest powers and be trained in the use of police batons, self-protection techniques, patrol procedures, burglary prevention, Basic Training course and any other requirements mandated by SOMB. Special Police Officers also shall meet and maintain a current commission as stipulated in the most recent version of the District of Columbia Municipal Regulations, Title 6A, and the Enhanced Professional Security Amendment of 2006, throughout the contract period.
- C.1.2.3 Commissioned Special Police Officer, Armed (Guard II Armed)** – Shall include all of the requirements listed for Guard II, above, and shall also be trained and certified in the use of firearms, to include use of force.
- C.1.2.4 Command and Control Center (CCC)** - The CCC is designated as the 24-hour PSD command center located at 1350 Pennsylvania Avenue, NW, Washington, DC 20044.
- C.1.2.5 Will Call Posts** – Posts that are not covered by contract employees on a regular basis.
- C.1.2.6 Post Orders** – Written instructions and information regarding particular security-related issues and concerns relating to, and maintained at, a particular Facility.
- C.1.2.7 Liquidated Damages** – any violation of the terms or any clause herein, shall make the contractor liable to the District for liquidated damages.
- C.1.2.8 Transition Period** – the period of time from date of contract award to thirty (30) days thereafter.

C.2 BACKGROUND

The Protective Services Division (PSD) of the OPM is charged with protecting District government-owned and leased facilities and property, as well as, all District employees or any other person lawfully within such Facility. The number of separate locations to be covered currently under the contract totals more than 60 and the employees at said locations total in the tens of thousands. Security of persons and property are of paramount importance to PSD. Thus, the contractor shall have an established history for efficient and effective protection of persons and property.

The Protective Services Police shall monitor the security services provided by conducting random quality assurance inspections of all guards and posts. The contractor specifically agrees that three PSD quality assurance failures, occurring within any 6 month period at the same Facility, will be considered a material breach of this contract for the purposes of that Facility and further, that upon such breach, the COTR may, at his sole discretion, remove the contractor from such Facility, either temporally or permanently, and replace the contractor with another contractor, other PSD Personnel.

C.3 REQUIREMENTS

C.3.1 TRANSITION SERVICES

C.3.1.1 The contractor shall provide to the COTR a transition plan within five (5) working days after the contract award that details how the contractor shall conduct a smooth and orderly transition from the current service provider to the new contractor within 30 days of contract award. The contractor shall not disrupt official Government business or in any way interfere with the assigned duties of the predecessor contractor's employees.

C.3.1.2 The contractor shall address the following in its transition plan:

- A. Staffing Plan (including current staff, recruitment plan and plan for establishing a reserve force for absences and will call posts)
- B. Equipment Inventory and Maintenance Plan
- C. Training Plan (including curriculum, training schedules, and continuous learning requirements for employees)
- D. A quality assurance inspection plan, specifically designed to test the contractor's employees' security detection and proper use of electronic detection equipment.

C.3.2 SECURITY SERVICES

C.3.2.1 The contractor shall provide all trained labor, management, supervision, uniforms, supplies and equipment necessary to protect the District Government-owned and

leased facilities listed in Attachment J.1.1, as well as persons working at those locations or visiting them.

C.3.2.2 The District will assign a principal Contracting Officer's Technical Representative (COTR) (See G.9.1) to monitor the contractor's performance. The COTR or designated Points of Contact at each location will provide Post Orders to the contractor upon initial assignment of its employees and whenever amended. In addition to the security services called for under the terms of this solicitation, Post Orders shall be used by contractor employees as the required procedures to address specific security concerns at particular Facilities. The COTR may modify, amend, or revise the Post Orders to change shift duties, start and stop times, and post locations provided the change is within the contract scope and has no impact on the contract price. Such changes shall not require modification of the contract.

C.3.2.3 The contractor shall:

- A. Prevent and report safety and security risks, damage, pilferage, removal, misuse, larceny, theft, or any other improper or unlawful threats to, or disposition of, District or personal property;
- B. Discover 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 roving patrols and any other related duties as determined by the COTR.
- C. Control entry and egress access by screening persons and packages coming into District Government buildings to ensure that no unauthorized or illegal property is brought into or removed from such locations;
- D. Provide protection and security services, which may include providing escort services, to all Facility employees and visitors;
- E. Assure that all contractor personnel shall be in full uniform and ready to begin work promptly at the start of the work shift and remain on the job in full uniform at their posts until the end of the full tour of duty.
- F. Respond as necessary to support other life safety duties as identified in post orders and standard operating procedures.
- G. Assist with incident investigations.
- H. Report immediately to the COTR or Building Manager all potentially hazardous conditions and items in need of repair, such as inoperative lights, locks, security hardware, broken or slippery floor surfaces, and blocked emergency routes or exits.

- I. Provide assistance as directed by the COTR in any other emergency incident or situation.

C.3.2.4 The contractor shall require a contractor employee who has placed an individual under arrest immediately alert his supervisor, the COTR, and the Metropolitan Police Department of the District of Columbia, and request transportation to a MPD facility for processing. If the MPD is unable to provide transportation, the contractor shall abide by the instructions of the COTR.

C.3.3 STAFFING AND POST ASSIGNMENTS

C.3.3.1 The contractor shall assign a Project Manager to be responsible for the coordination and completion of all contract administration and reporting as required under this contract. The Project Manager shall be able to communicate in English, demonstrate proficiency with a computer and basic applications including the Microsoft Office Suite, possess a working knowledge of security procedures, have the authority to assign and reassign contractor personnel and be available for consultation by telephone or text messaging within ten 10 minutes of receiving such message. The Project Manager shall also be available for consultation 24 hours a day, seven days a week. The Project Manager shall ensure that all calls or requests received from the COTR are responded to within 10 minutes.

C.3.3.2 The contractor shall provide manpower to cover all posts and duty hours as outlined in Attachment J.1.1. 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 he or she deems 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.3.3.3 While assigned to a post, the duties of the contractor's employees shall include, but are not limited to, serving at a fixed post, making rounds on foot or by motor vehicle, escorting persons on government-owned and leased property, screening persons, packages, and other items both electronically and physically, if necessary, and helping visitors and government clients by answering questions and providing directions. The duties for each assigned post will include Post Orders that include the performance requirements of the duty station. The contractor shall ensure Post Orders are adhered to at all time. Any deviation from the Post Orders requires a written confirmation of permission from the COTR.

C.3.3.4 The contractor shall not assign employees who:

- A. Do not meet the minimum qualifications as outlined below in section C.4,
- B. Have not received the minimum training specified in paragraph C.5 and if armed, section C.5.5

- C. Have not received orientation as specified in section C.5.6
- D. Have not received their valid commissions or certifications, proper uniforms, or the equipment required to perform as defined in the contract.

C.3.3.5

All of the contractor's employees shall report for duty on time, in full uniform as described in section C.6 and equipped with all the necessary security equipment mandated herein and as designated by the Post Orders. Any employee violating this section shall be removed from his/her post until such time as he is in compliance with the terms of this clause and the contractor shall be liable for liquidated damages.

- A. The contractor shall ensure that, immediately upon reporting to a facility for duty, each employee records their name and the date and time of arrival for duty in the Activity Log Book maintained at the post. Also, at the end of the tour, each employee shall record the time of departure in the same log book. Finally, the contractor shall ensure that employees also record in the log book, any equipment received on post and any reports passed down on their tours of duty. In the event that the PSD implements an automated or electronic system to replace the Log Book, the contractor's employees shall utilize this new process.
- B. In order to cover for employees who are late reporting for work or who cannot report due to sickness or personal emergency, the contractor shall provide a number of employees greater than that required for full staffing of all assigned work locations, and hold these in reserve to substitute for employees who call in late or who fail to report for duty. Initially this oversupply shall be set at ten (10) percent of the total number of guards per shift; this percentage may be adjusted in consultation with the Contracting Officer's Technical Representative (COTR) as necessary during the term of the contract. No additional expense shall be incurred by the District for contractor compliance with this clause. Failure to comply with this clause, or when a lapse in coverage occurs, will result in the contractor being liable for liquidations.

C.3.3.6

If during a site inspections, it is determined a contractor employee assigned to a post does not meet the requirements, as outlined in District of Columbia Municipal Regulations, Title 6A, paragraphs C.4 through C.6 of this contract, or the Post Orders, or if a post is otherwise not covered or vacant, the post will be considered unmanned (vacant). The COTR will issue a written notification to the contractor and liquidated damages will be assessed in accordance with Section H.13.

C.3.3.7

Any requests received by the contractor's employees to perform duties not requested by the COTR, shall be referred to the COTR or, if after hours, to the PSD Command and Control Center at 202-727-0108. The Command and Control Center is located at 1350 Pennsylvania Avenue, NW, and is in operation 24 hours a day, seven days a week. If the requests are deemed appropriate, the COTR shall have instructions prepared in writing and recorded in the Special Instructions Log with the date and time associated with the request and approval. Thereafter, the contractor shall ensure that the approved request is fulfilled.

C.3.3.8 The contractor shall ensure that relief guards relieve other security employees at their assigned posts for breaks. Each security employee shall receive a break of one half-hour (1/2 hour) each day. The relief guard shall have the same qualifications as the guard being temporarily replaced, and shall take full and complete charge of the duties from the employee he or she relieves, including all Post Orders, the Activity Log Book, and any equipment maintained at the post. Relief guards shall meet the requirements of section C.3.3.5.A. No additional expense shall be incurred by the District for contractor compliance with this clause.

C.3.3.9 Will Call Posts

Will Call Posts are those locations that are: (1) not included in Attachment J.1.1; and (2) require the contractor to fill the post with less than four (4) hours notice; and (3) will not exceed 48 hours in duration. Any other request for security services made by the COTR will be considered additions to the contract and will be billed at the normal fixed contract rate. When security services are required at Will Call Posts, the contractor shall have all required employees in place within four (4) hours of notice. These posts shall be covered by the contractor on an as needed basis with short notice to the contractor. Payment for services shall begin when an employee reports for duty at a Will Call Post. Will Call Posts shall be paid at a rate of time and one-half the regular hourly rate for the type of employee detailed to the Will Call Post. The contractor will not provide coverage for any Will Call Post for more than 48 hours, without advance written permission from the COTR.

C.3.3.10 Seasonal

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

C.4 MINIMUM QUALIFICATIONS FOR PERSONNEL

C.4.1 The Contractor shall not assign any personnel to this contract that have been convicted of any domestic spouse abuse charge, any felony or misdemeanor, with the exception of minor motor vehicle infractions.

C.4.2 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.4.3 The contractor shall be responsible for maintaining satisfactory standards of employee competency, appearance, and integrity, and shall be responsible for taking action to ensure that contract employees maintain such standards. All contractor employees shall be citizens of the United States of America, or authorized to work herein.

C.4.4 The contractor shall ensure that all employees assigned to the contract are in good general physical and mental health without physical or mental defects or abnormalities that would interfere with the full performance of their duties. Evidence of physical and mental fitness shall be determined by passing a physical examination, including an illicit drug screening exam administered by a licensed physician during the Metropolitan Police Department Security Officer Management Branch's (SOMB) certification/commissioning process. The certification is currently performed by SOMB upon initial request for a commission and annually thereafter (Subject to change by MPD Licensing Regulations). The SOMB is located at 2000 14th Street, NW, Washington, DC, 20007.

C.4.5 Additionally, to be eligible to perform under this contract, employees shall possess the following:

C.4.5.1 Security Guard - Shall possess a high school education or GED and have two (2) years experience demonstrating:

- (1) the ability to meet and deal successfully with the general public and to read, write and speak the English language fluently;
- (2) the ability to read, understand, and apply printed rules, detailed orders, instructions, and training materials;
- (3) the ability to maintain poise and self-control under duress; and
- (4) the ability to construct and write clear, concise, accurate and detailed reports in English.
- (5) the ability, skill and knowledge to properly use X-Ray Machines, Magnetometers, "Wands" and other Hand-Held electronic detection devices.
- (6) the ability, skill and knowledge to utilize the equipment listed in five (5) above to detect contraband, weapons and any other illegal, destructive or incendiary device, whether on the person or secreted within packages, bags, cases or other containers that are carried, possessed or under the control of persons entering the Facility to which assigned.

C.4.5.2 Commissioned Special Police Officer, Unarmed – Shall include the qualifications in C.4.1 and, in addition, the qualifications stipulated in the most recent version of the District of Columbia Municipal Regulations, Title 6A and the Enhanced Professional Security Amendment Act of 2006 and maintaining a current Commission.

C.4.5.3 Commissioned Special Police Officer, Armed – Shall include the qualifications in C.4.1 and C.4.2, and shall be required to be proficient in the use and safe handling of a firearm as evidenced by a valid armed Special Police Officer’s Commission and training documentation provided to the COTR.

C.4.5.4 **Relief Guards** – Security Guard Unarmed, Commissioned Special Police Officer, Unarmed or Commissioned Special Police Officer, Armed

Minimum Qualifications – Shall include the qualifications in C.4.5.1, C.4.5.2, and C.4.5.3, depending upon the post.

C.5 TRAINING

C.5.1 The contractor shall be responsible for training all employees performing under this contract. Neither the time expended for training, nor payment for attending required training, shall be billable as a separate cost item to the District. Lesson plans and outlines for each block of instruction shall be submitted with the contractor’s bid.

C.5.2 The contractor shall ensure that all employees performing under this contract have completed the 50-hour Basic training Curriculum listed in C.5.4 prior to assignment. Rosters of individuals to be assigned to the District having completed training, (to include such information as a list of courses completed and dates of completion) shall be submitted to the COTR during the transition period and prior to any new personnel being assigned. New employees hired by the contractor shall not report for duty until this training has been completed. All training materials shall be submitted to the COTR, or his designee, for review and approval prior to use. In addition, all changes to approved materials shall be presented to the COTR for approval prior to their use. The COTR 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. Basic Training shall be repeated each twelve (12) month period for each employee working under the contract.

C.5.3 The contractor shall only use persons who are certified as qualified instructors in the specific subject or topics to administer formal training. Qualified instructors are those who have received a certificate to instruct the specific subject issued by an accredited institution of learning (school, college, university), a Governmental organization, or an educational certification. Qualifications may also be validated by documentation that the person instructing has sufficient authoritative, practical, and current experience in the subject matter. The contractor shall provide a copy of an instructor’s resume to the COTR upon request.

C.5.4 Basic Training Curriculum

The contractor's Basic Training Program shall include at minimum the following courses:

Course Title	Minimum Number of Hours
Introduction to Protective Services Police	0.5 hr.
Conduct on Duty	1.0 hr.
Uniforms, Equipment and Grooming	1.0 hr.
Post Orders	1.0 hr.
Ethics	1.0 hr.
Introduction to DC Government	1.0 hr.
Report Writing	3.0 hrs.
Alarm and Video Monitoring	1.0 hr.
Patrol Techniques	1.0 hr.
Magnetometers, X-rays and Screening Equipment	2.0 hrs. Shall include 2 hours practical, "hands-on" training
Arrest Procedures and Transportation (SPOs only)	2.0 hrs.
Search, Seizure and Detention (SPOs only)	1.0 hr.
Use of Force	2.0 hrs.
Court Preparation and Appearances	0.5 hr.
Observation and Description Techniques	1.0 hr.
Preservation of Evidence	0.5 hr.
Criminal and Civil Law	3.0 hrs.
Sexual Harassment	1.0 hr.
Diversity	1.0 hr.
Drugs and Alcohol	1.0 hr.
Officer Manual	2.0 hrs.
Bomb Threats	1.0 hr.
Civil Disobedience	1.0 hr.
Conflict Resolution/Public Relations	2.0 hrs.
Mental Health	1.0 hr.
Customer Services	1.5 hrs.
First Aid/CPR, including infant CPR	16 hrs.

C.5.5 Firearms Training

The contractor shall be bound by the regulations promulgated by the Metropolitan Police Department's Security Officer Management Branch (SOMB), and codified in DCMR Title 6A, Chapter 11, for firearms training curricula and successful completion thereof. Proof of satisfactory completion of firearms training shall be provided to the COTR on an annual basis, and whenever new employees are selected

for work under the contract. The COTR may request the names and credentials of each training instructor and request the physical location of each training site.

C.5.6 Job Orientation

C.5.6.1 The contractor shall ensure that employees who are assigned to work at any District Government location other than Department of Mental Health locations shall complete a four (4) hour on-site orientation at no additional cost to the government, to be scheduled immediately after contract award, but before inception of the contract. The orientation will be conducted by the COTR or a designated PSD official and shall consist of familiarizing the contractor's employees with the physical layout of the location 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.5.6.2 The COTR may require on-site orientation at certain locations which are to be determined. The COTR shall notify the contractor in writing and direct that such orientation be accomplished. On-site orientation shall be conducted only by PSD personnel, contractor supervisory personnel, or experienced site officers of the contractor approved in writing by the COTR to provide on-site orientations. The contractor agrees to provide a building orientation report to the COTR for each employee that has successfully completed the on-site orientation.

C.6 UNIFORMS

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

C.7 REMOVAL OF CONTRACTOR'S EMPLOYEE FROM A POST

C.7.1 The contractor acknowledges that it is responsible for ensuring that all employees comply with all directives issued by the COTR. In addition, the contractor agrees to maintain satisfactory standards of employee competency, conduct, appearance and integrity, and shall be responsible for taking such disciplinary action as is deemed necessary with respect to its employees.

C.7.2 The contractor shall not allow continued work by, or assignment to work of, employees deemed physically or mentally unfit, incompetent, careless, insubordinate, 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 his or her sole discretion, may summarily direct the contractor to remove its employee from a facility and the contractor shall remove such employee immediately and supply a replacement with no lapse in coverage.

C.7.3 The contractor shall ensure that its employees do not engage in the following, to include, but not limited to:

- A. Falsification or unlawful concealment;
- B. Removal, mutilation, or destruction of any government property, including official documents or records;
- C. Disorderly conduct, including the use of abusive or offensive language;
- D. Disruptive behavior or activities while on post;
- E. Theft, vandalism, immoral conduct, or any other criminal activity; or
- F. Misuse or mishandling of weapons.

C.7.4 The contractor shall be required to dismiss such employees within a timeframe ranging from “immediately” to “within a week,” as specified by the COTR. Any employee so dismissed shall at no time be eligible to work under this contract.

C.8 BUILDING SECURITY LOG REPORT ENTRIES

C.8.1 The contractor shall ensure all employees make appropriate entries in the Activity Log book or automated system when implemented by the PSD, located at each post. Log entries shall include, but not be limited to: name, date and time of each employee’s arrival on duty; date and time of departure from duty; and date and time of observance of any untoward activity, including, criminal offenses, accidents, injuries to persons, damage to property and complaints. In addition, the contractor shall report any incident or occurrence involving one of its employees and a government employee, or one which causes a contract employee to take any kind of security-related action, to the PSD CCC as soon as practical, but no later than 30 minutes after any such incident or occurrence takes place.

C.8.2 The contractor shall contact the PSD CCC to report incidents, unusual occurrences, or to obtain additional instructions or clarification of previously issued instructions.

C.8.3 The contractor shall document irregular or unusual activities by completing a written Incident Report in the Activity Log Book or via other means as directed by the COTR.

C.8.4 The contractor shall make available all Activity Log Books, Incident Reports, or MPD arrest reports to the Watch Command or the COTR upon request.

C.9 INVESTIGATIONS

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

C.10 MEETINGS

C.10.1 The contractor's Project Manager shall meet with the COTR on a weekly basis, or a frequency deemed necessary by the COTR, 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 supervisory personnel may be asked to attend. A representative from the Office of Contracting and Procurement may attend to discuss contractual issues. In addition, any user agency may attend meetings periodically to address issues involving their facilities. A notice period of twenty-four (24) hours shall be required if the contractor requests to reschedule any scheduled meeting with PSD. The COTR shall notify the contractor of the date and time of these mandatory meetings with as much advance notice as possible.

C.10.2 In addition, a meeting shall be held after award of the contract but prior to its inception, between the COTR, Department of Mental Health (DMH) and all contractor personnel selected to work at DMH locations.

C.11 SPECIFIC REQUIREMENTS FOR MENTAL HEALTH AGENCIES

C.11.1 The contractor shall direct employees who are assigned to Mental Health Agency facilities to be interviewed by the Department of Mental Health (DMH) staff prior to deployment at any DMH location. The contractor will be required to submit copies of each employee's resume/CV to the DMH staff and obtain DMH approval in writing. A copy of this approval will be retained by the COTR.

C.11.2 The contractor shall provide the name, address and telephone number of the Project Manager in writing to DMH staff at the post-award meeting to be held with DMH. The COTR shall schedule this meeting immediately prior to contract inception. The Project Manager shall meet with a DMH designated staff member every Friday, or a frequency determined by the COTR, for an assessment of the previous week's security issues.

C.11.3 The contractor shall submit a work schedule every two (2) weeks to the designated DMH staff member. A copy shall be provided to the COTR.

C.11.4 Department of Mental Health (DMH) Orientation

C.11.4.1 The contractor shall ensure that its employees participate in an eight (8) hour orientation session, to be conducted by DMH staff, at no additional cost to the government. Following this initial orientation, the contractor shall assume responsibility for the orientation of new staff members.

C.11.4.2 The contractor shall ensure that its employees participate in all orientation sessions deemed necessary by the COTR, at no additional cost to the government. The contractor shall assume responsibility for the orientation of new staff members.

C.11.5 Transportation

C.11.5.1 The contractor shall ensure that employees assigned as DMH Commissioned Special Police Officer – Unarmed officers have a valid state or DC driver’s license. The COTR may require the contractor to submit an employee’s driving record on an annual basis and/or provide proof of the license’s validity.

C.11.5.2 The contractor shall ensure that employees who are assigned to DMH shall use the government vehicles on St. Elizabeth’s Hospital campus for purposes of patrol only. In the event the contractor’s employees are required to drive off campus, the contractor shall ensure that its employees receive written permission from the designated DMH staff member, with a copy sent to the COTR.

C.12 USE AND CARE OF GOVERNMENT FURNISHED EQUIPMENT

C.12.1 The District will be responsible for the repair and maintenance of government-furnished equipment (such as x-ray machines), except where the damages sustained were a result of negligence by the contractor’s personnel, in which case the contractor shall be liable for repair or replacement of equipment. The contractor shall notify the COTR within ten (10) minutes of any malfunctioning of Government equipment used by the contractor. All equipment shall be tested at the beginning of each shift and as specified by the Post Orders.

C.12.2 The District will provide telephones deemed necessary for the conduct of official business under this contract. The contractor shall be responsible for payment of all unauthorized or toll phone call charges.

C.12.3 The District shall provide all keys/access cards necessary for the contractor to perform its duties. The contractor shall strictly enforce key control. The contractor

shall be responsible for all costs incurred for re-keying or re-programming when contract employees lose controlled keys/access cards.

C.12.4 The contractor shall not use District phones, copiers or fax machines, except in the performance of official Government business under this contract.

C.12.5 The District will not be responsible for any loss, theft, or damage of contractor-owned equipment or supplies stored or maintained for this contract.

C.13 **QUALITY CONTROL PLAN**

C.13.1 The contractor shall submit a detailed Quality Control Plan to the COTR for approval within 15 days of contract award. The Quality Control Plan shall include, but not be limited the following areas:

A. Identification of Quality Control Monitor(s) assigned and evidence of their qualifications.

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

C.13.2 Under no circumstances shall individuals appointed as Quality Control Monitors serve as uniformed employees working under this contract.

C.13.3 The contractor shall prepare Quality Control Inspection Reports and submit them to the COTR quarterly or upon request.

C.13.4 The contractor shall notify the COTR of any problems or deficiencies noted during an inspection and shall inform the COTR of all actions taken, or planned, to resolve the problems. If the contractor's performance indicates that additional quality control measures are needed, the contractor and COTR shall meet with the Contracting Officer to discuss the contractor's performance, Quality Control Plan, and any other areas of concern regarding the contract. Through the Contracting Officer, the COTR may request that the contractor take additional steps to improve both the overall performance of the contractor and adherence to the Quality Control Plan.

C.13.5 The District shall consider the contractor's adherence to its stated Quality Control Plan during annual performance evaluations. Failure by the contractor to adhere to its stated Quality Control Plan may result in contractual actions taken by the

Government which may include: liquidations based on infractions, contracting with another vendor to cover a particular post; or if persistent problems occur, termination of the contract for default.

C.13.6 The COTR reserves the right of the District to conduct its own quality assurance inspections. Such inspections will be similar in scope, but not limited to, those inspection requirements listed in C.13.1. The COTR shall provide the contractor with a written quality assurance policy and minimum requirements. Three (3) instances of failure to meet minimum requirements at a particular facility may result in the contractor's loss of responsibility for providing security for that facility.

**SECTION D
PACKAGING AND MARKING**

Not Applicable

SECTION E
INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for the resultant contract shall be governed by clause number six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.

- E.2** PSD will conduct unannounced inspection visits to locations manned by the contractor to test compliance with contract stipulations and the effectiveness of screening systems and procedures. The results of these inspection visits will be given to the contractor. The contractor will respond to any negative findings in the results within twenty-four (24) hours.

- E.3** If three (3) liquidation damages are assessed against the contractor for failure to supply contracted services at any specific location, the Contracting Officer 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 for that location to another contractor.

**SECTION F
DELIVERIES OR PERFORMANCE**

F.1 TERM OF CONTRACT

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

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

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

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

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

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

F.3 DELIVERABLES

The Contractor shall perform the required services and tasks and deliver one (1) hard copy and one (1) electronic copy to the COTR by the due date indicated below.

Number	Deliverable	Due Date
1	Transition Plan as described in C.3.1.2	Within 5 days of contract award
2	List of those individuals who have completed training as described in C.5.2	during transition period & prior to any new personnel being assigned
3	All training materials and all changes as described in C.5.2	prior to use for review and approval
4	Instructor's Resume as described in C.5.3	Upon request
5	Proof of Firearms Completion Training as described in C.5.5	Annually

6	Employees (other than DMH locations) complete four (4) on-site orientation training as described in C.5.6.1	After contract award
7	Building Orientation Report for each employee as described in C.5.6.2	Upon completion
8	Make available all Activity Log Books, Incident Reports or MPD arrest reports as described in C.8.4	Watch Command upon request
9	Project Manager meetings with COTR as described in C.10.1	Weekly or as deemed necessary
10	Notice to Reschedule meeting as described in C.10.1	Notice period of 24 hours to reschedule meeting with PSD
11	All contractor personnel selected to work at DMH locations as described in C.10.2	After contract award but prior to its inception with COTR DMH
12	Copies of employees resumes/CV as described in C.11.1	To DMH Staff
13	Name, address and telephone number of Project Manager in writing at post award meeting as described in C.11.2	To DMH Staff at meeting prior to contract inception
14	Project Manager meeting with DMH staff as described in C.11.2	every Friday or a frequency determined by
15	Work Schedule to DMH staff as described in C.11.3	Every two(2) weeks
16	Participate in eight (8) hour orientation conducted by DMH staff as described in C.11.4	After contract award
17	Employees driving record and provide proof of license validity as described in C.11.5.1	Annually
18	Written permission from DMH staff for employees to drive off campus as described in C.11.5.2	When applicable & copy sent
19	Any malfunctioning government equipment used by the contractor as described in as described in C.12.1	within ten (10) minutes
20	Quality Control Plan as described in C.13.1	for approval within 15 days of contract award
21	Quality Control Inspection Reports as described in C.13.3	quarterly or upon request

22	Notification of problems or deficiencies during an inspection as described in C.13.4	Inform of all actions taken etc.
23	Meet to discuss contractor as described in C.13.5 performance	& CO
24	Take additional steps to improve overall performance as described in C.13.5	Upon request thru CO
25	Diverting of Key Personnel Notification as described in H.10	30 days prior
26	Copies of Permits as described in H.12.2	upon request
27	Monthly Report of current license status as described in H.12.3	Monthly
28	Uniform Presentation as described in H.12.5	within seven (7) working days prior to contract start date

F.3.1

The Contractor shall submit to the District, as a deliverable, the report described in section H.3.5 of this contract that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, the District may not pay the final payment.

SECTION G
CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

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

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

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

Name: Office of Finance and Resource Management
Address: 441 4th Street, N.W., 890-N
Washington, DC 20001
Attn: Accounts Payable
Telephone: 202-727-0333

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

G.2.2.1 Contractor's name, Federal tax ID and invoice date (Contractors shall date invoices on the date of mailing or transmittal);

G.2.2.2 Contract number and invoice number;

G.2.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed.

G.2.2.4 Other supporting documentation or information, as required by the Contracting Officer;

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

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

G.2.2.7 Name, title, phone number and mailing address of person (if different from the

person identified in G.2.2.6 above) to be notified in the event of a defective invoice;
and

G.2.2.8 Authorized signature.

G.2.2.9 Completed Spreadsheet

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 shall be accompanied by the report or a waiver of compliance discussed in section H.3.5.

G.3.2 No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT

G.4.1 The District will pay the contractor monthly upon completion and acceptance of work in accordance with the price schedule in Section B.4 receipt of proper invoice described in Section G.2.2.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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 shall refer to the assignment and shall show that payment of the invoice is to be made directly to the assignee as follows:

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

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

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

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.6.1.2 Any amount of an interest penalty which remains unpaid at the end of any 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 shall take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.6.2.2 The Contractor shall pay any lower-tier 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 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a

party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.7 CONTRACTING OFFICER (CO)

Contracts may be entered into and signed on behalf of the District only by contracting officers. The name, address and telephone number of the Contracting Officer is:

James Marshall
Office of Contracting and Procurement
441 4th Street, NW, Suite 700S
Washington, DC 20001
Telephone: 202-724-4197

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The Contracting Officer is the only person 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 Contracting Officer.

G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.9.1 The COTR is responsible for general administration of the contract and for advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, for ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

Name: Benjamin B. Pietrovsky
Title: Assistant Chief
Agency: Protective Services Police Department
Address: 1900 Massachusetts Avenue, 2nd Floor, ACC Building 8
Telephone: (202) 698-8625
E-mail:

G.9.2 The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.

G.9.3 The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; 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 ORDERING CLAUSE

G.10.1 Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the Contracting Officer. Such orders may be issued during the term of this contract.

G.10.2 All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.

G.10.3 If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2005-2103, Rev. No.6 dated May 29, 2008 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 Section J.1.2 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.4 FREEDOM OF INFORMATION ACT

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 subsection 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 whether the records can be released. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

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

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

H.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.2.3) in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.5.3 The Contractor shall submit to DOES, no later than the 10th of each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name;
 - (b) Social security number;
 - (c) Job title;
 - (d) Hire date;
 - (e) Residence; and
 - (f) Referral source for all new hires.

H.5.4 If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.5.5 With the submission of the Contractor’s final request for payment from the District, the Contractor shall:

- (1) Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
 - (c) Advertisement of job openings listed with DOES and other referral sources; and
 - (d) Any documentation supporting the waiver request pursuant to section H.5.6.

H.5.6 The Contracting Officer may waive the provisions of section H.5.4 if the Contracting Officer finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.5.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

H.5.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section H.5.8.

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

H.6 PROTECTION OF PROPERTY:

The Contractor shall be responsible for any damage to the building, its interior, or the approaches to the building in delivering equipment covered by this contract.

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

During the performance of the 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.8 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.9 WAY TO WORK AMENDMENT ACT OF 2006

H.9.1 Except as described in H.9.8 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.9.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage rate.

H.9.3 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.9.4 The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov. If the living wage is adjusted during the term of the contract, the Contractor shall be bound by the applicable wage rate as of the effective date of the adjustment, and the Contractor may be entitled to an equitable adjustment.

H.9.5 The Contractor shall provide a copy of the Fact Sheet attached as J.1.4 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.1.3 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.9.6 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.9.7 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.9.8 The requirements of the Living Wage Act of 2006 do not apply to:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence 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 agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.9.9 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.10 DIVERSION, REASSIGNMENT, AND REPLACEMENT OF KEY PERSONNEL

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

H.11 AUDITS AND RECORDS RETENTION

H.11.1 As used in this clause, “records” 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.11.2 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 Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor’s plants, or parts of them, engaged in performing the contract.

H.11.3 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 Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor’s records, including computations and projections, related to:

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

H.11.4 Comptroller General

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

H.11.4.2 This paragraph 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.11.5 This paragraph 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.11.6 Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating:

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

H.11.7 Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in clauses H.11.1 through H.11.6, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in the solicitation, or for any longer period required by statute or by other clauses of this contract. In addition:

- a) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
- 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.11.8 The Contractor shall insert a clause containing all the terms of this clause, including this section H.11.8, 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 described in H.x.6 of this clause.

H.12 CONTRACTOR RESPONSIBILITIES

H.12.1 Firearms and Ammunition - The contractor shall only issue weapons and

ammunition approved by the MPD, SOMB. On sites where firearms are authorized, one (1) firearm shall be furnished to each armed SPO while on duty as required in Attachment J.1.1. Personal weapons shall not be used. The contractor shall provide upkeep and maintenance of the equipment, (cleaning solvents, lubricating oil, rods, brushes and patches, and other normal maintenance tools). Each guard entering on-duty, including the on-site shift supervisor(s), shall be issued twelve (12) rounds of ammunition. Six (6) rounds shall be used as a firearm load and six (6) rounds carried in a cartridge case.

- H.12.1.1** Firearms shall not be transferred from officer to officer while on site. Firearms shall not be stored on the site. Ammunition shall be inspected and cleaned daily to ensure its safe and effective use. Supervisors shall be responsible for ensuring firearms are in optimum operating condition.
- H.12.1.2** The contractor shall maintain an updated firearm certification list. The list shall show the status of firearms qualification and certification for each guard. The list shall also include the serial number, date issued, the name of the officer issued to, caliber, make and model. This list shall be submitted monthly to the COTR.
- H.12.1.3** The contractor shall provide each armed officer with equipment for defense. This shall be in the form of a night stick or pepper spray. If pepper spray is issued, the foam version of the spray shall be used.
- H.12.2** **Firearms Permits** - The contractor shall be responsible for obtaining and maintaining all necessary permits and for complying with all applicable Federal, State, and Municipal laws. Copies of the permits shall be furnished to the COTR upon request.
- H.12.3** **Commission/Certification Report** - The contractor shall provide a report of the current license status of each contract employee monthly to COTR. The report shall include the name, date of expiration and commission/guard license number. This list shall also include any personnel no longer working for the contractor during the reporting period.
- H.12.4** **Contractor Employee Identification Cards**. MPD shall issue Security Guard identification Cards and SPO Commissions, for each employee of the contractor. No contract employee shall work under this contract without the appropriate identification.
- H.12.5** **Uniforms** .All uniforms shall comply with the standards used for SPO's and guards as stipulated by the MPD, SOMB. Presentation of intended uniforms shall be made to the COTR within seven (7) working days prior to contract start date. The contractor shall also provide the COTR with its Uniform Issuing Policy that will stipulate the number of uniforms issued per employee. The policy shall also include the contractor's process for replacing old, worn or unserviceable uniforms.

H.13 LIQUIDATED DAMAGES

The contractor is on notice that the security services provided pursuant to the terms of this contract are critical in nature. Accordingly, each time the contractor or its employee fails to provide post coverage, productive man hours, or is in any deficient in the required equipment and/or uniforms as specified in the solicitation, the COTR shall consider the post “uncovered” and the District shall deduct from monies due the contractor:

- \$25.00 for each minute to twenty-nine (29) minutes that a post is not covered; plus
- \$50.00 total for the remaining 31 minutes;
- Thereafter, the District will add a liquidation of 1 ½ times the amount due, for every hour the post remains “uncovered.” For example: if a post is uncovered for 3 hours, the District shall be entitled to a liquidation of \$4843.75, as follows;

1st 29 minutes x \$25.00 = \$ 725.00
Plus next 31 minutes @ \$50.00 = \$ 50.00
1st hour uncovered **amount due** = \$ 775.00
Plus 1.5 times **amount due** for
next 1 hour or fraction uncovered = \$ 1162.50
Total due for 2 hours uncovered = \$ 1937.50
Plus 1.5 times **amount due** for
next 1 hour or fraction uncovered = \$ 2906.25
Total due for 3 hours uncovered = \$ 4843.75

H.13.1 LIQUIDATED DAMAGES PROCEDURES

- H.13.1.1** The COTR shall inform the contractor in writing of the type and dollar amount of proposed deductions on or before the 30th calendar day succeeding the end of the month for which the deductions are to be made.
- H.13.1.2** The contractor may, within ten (10) working days of receipt of the notification from the COTR of the proposed deduction, present to the COTR specific reasons why any or all of the proposed deductions are not warranted. Reasons must be solidly based, and shall provide specific facts which justify reconsideration and adjustments of the proposed amount to be deducted. **Failure to respond within the ten (10) day period shall be deemed acceptance of the proposed deduction.**
- H.13.1.3** Monthly payments (except for the final monthly payments will not be delayed or withheld pending resolution of disputes regarding proposed deductions. If the COTR makes a determination that any or all of the proposed deductions are warranted, the COTR shall notify the contractor and

subsequent payments under the contract shall be adjusted accordingly.

H.14 GOVERNMENT RESPONSIBILITIES

H.14.1 The Government shall furnish the following supplies, materials and Equipment:

- (a) Electrical and mechanical equipment where installed, such as alarm and surveillance systems, tour watch system, hand wand metal detectors, X-Ray systems, communications equipment, and portable radios (hand-held).
 - (b) Repair and maintenance of equipment in paragraph A
- (2) An “*Officers Instruction Manual*” and “*Activity Log Book*” shall be furnished by the COTR and shall be maintained by the contractor on site at the central control point and shall contain complete duty instructions for all posts involved, including instructions for emergency procedures and Occupancy Emergency/Evacuation Procedures, General Orders and specific Post Orders for each facility. A separate loose-leaf binder titled “*Special Orders Log*” shall be furnished by the COTR and maintained by the contractor at each post and shall contain only those items of special duty instructions pertinent to that specific post. The “*Officers Instruction Manual*”, “*Activity Log Book*”, and “*Special Orders Log*” shall not be removed from the Government property, or reproduced or copied in any manner unless properly authorized, in writing by the COTR.
- (3) Telephones deemed necessary by the Government for the conduct of official Government business under this contract.
 - (4) Guard office, locker space, locker and office equipment (as deemed necessary by the Government).
 - (5) All administrative forms prescribed for use by the contractor’s employees.

H.15 ADDITIONAL GUARDS AND LOCATIONS

H.15.1 The District Government reserves the right to additional guards and new locations (or decrease guards and locations) to any Sector as the requirements change under the contract. The request for additional security coverage shall be provided in writing with at least twenty-

four (24) hours notice to the contractor. The contractor shall provide the appropriate security personnel within twenty-four (24) hours unless otherwise directed by PSD. This coverage shall be billable at the contract rate.

H.15.2 In deciding the established Sector to which new locations would be added, the CO shall consider such factors as agency alignments, geographical location of a new facility, size of the Sector to which the new location is to be added and number of locations in the Sector compared to other Sectors. Another factor is the past and existing service performance of the Contractor and the resources to do the work. Notwithstanding the above, the CO shall add new locations and additional guards based on what is in the best interest of the District.

SECTION I CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (“SCP”) are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.4 TIME

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

I.5 RIGHTS IN DATA

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

I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include

computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

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

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

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

RESTRICTED RIGHTS LEGEND

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

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

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

I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to

the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

I.5.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.5.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. 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.8 INSURANCE

I.8.1 General Requirements

The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance giving evidence of the required coverage either before or after contract award but before work commences. 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; have either an A.M. Best Company rating of A-VIII or higher, a Standard & Poor's rating of AA or higher, or a Moody's rating of Aa2 or higher. The Contractor shall require all subcontractors to carry the insurance required herein, or the Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All policies (excluding Workers' Compensation and Professional Liability, if applicable) shall name the District as an additional insured with respect to work or services performed under the Contract. All policies shall provide that the insurance coverage provided hereunder will be primary and noncontributory with any other applicable insurance. All policies shall contain a waiver of subrogation in favor of the District of Columbia. In no event shall work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) has been furnished. All policies shall provide that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

I.8.1.1 Certificate of Insurance Requirement

The policy description on the Certificate of Insurance form shall include the contract number, the contract award date (if available), the contract expiration date (if available), the name of the requesting agency, the name of the contracting officer, a brief description of the work to be performed, the job location, the District as an additional insured, and a waiver of subrogation.

I.8.1.2 Commercial General Liability Insurance

I.8.1.2.1 The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries \$2 million per occurrence, \$4 million in the aggregate; includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory, and shall include the District of Columbia as an additional insured.

I.8.1.2.2 Commercial General Liability Insurance

If the Contractor is providing insurance for a subcontractor, the Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries \$2 million per occurrence, \$4 million in the aggregate; includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory, and shall include the District of Columbia as an additional insured.

I.8.1.3 Automobile Liability Insurance

The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of the contract. The policy shall cover the operations performed under the contract with a \$2 million per occurrence combined single limit for bodily injury and property

damage. The policy coverage shall be primary and non-contributory and shall include the District of Columbia as an additional insured.

I.8.1.4 Workers' Compensation Insurance

I.8.1.4.1 Workers' Compensation Insurance

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

I.8.1.4.2 Employer's Liability Insurance

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

I.8.1.5 Umbrella or Excess Liability Insurance

The Contractor shall provide umbrella or excess liability insurance as follows: \$5 million per occurrence, with the District of Columbia as an additional insured.

I.8.1.6 Professional Liability Insurance (Errors & Omissions)

The Contractor (including but not limited to architects, attorneys, engineers, environmental consultants, and healthcare professionals) shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission caused by the performance of professional services under this Contract.

The policy shall provide limits of \$2 million per occurrence for each wrongful act and \$2 million per aggregate for each wrongful act. The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work. The policy shall cover the Contractor and its subcontractors of every tier, and shall identify the District as the Project Owner on the policy.

I.8.2 Duration

Except as proved in I.8.1.6, the Contractor shall carry all insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer agrees that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

I.8.3 Contractor's Property

Contractors and subcontractor are solely responsible for any loss or damage to their personal property, including owned and leased equipment, whether such equipment is located at a project site or "in transit". This includes Contractor tools and equipment,

scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.

I.8.4 Measure of Payment

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

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.2.1. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), the Contract Clauses (Section I), and the SCP.

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

I.12 CONTINUITY OF SERVICES

I.12.1 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.12.1.1 Furnish phase-out, phase-in (transition) training; and

I.12.1.2 Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

I.12.2 The Contractor shall, upon the Contracting Officer's written notice:

I.12.2.1 Furnish phase-in, phase-out services for up to 90 days after this contract expires and

- I.12.2.2** 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.12.3** 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.12.4** 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.12.5** 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.13 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 Invitation for Bids reflect the best estimates available. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of his obligation to fill all such orders. Orders will be placed from time to time if and when needs arise for delivery, all charges prepaid, to the ordering agency. The District does not guarantee to order any specific quantities of any item(s) or work hours of service.

SECTION J
LIST OF ATTACHMENTS

- J.1** **Attachments**
- J.1.1** List of Locations and Duty Hours (Number and Types of Guards)
- J.1.2** Wage Determination No. 2005-2103, Rev. No. 6 dated May 29, 2008
- J.1.3** Living Wage Notice
- J.1.4** Living Wage Fact Sheet
- J.1.5** Monthly Invoice Submission Spreadsheet Template
- J.1.6** Subcontracting Plan Form
- J.2** **INCORPORATED ATTACHMENTS** (*The following forms, located at www.ocp.dc.gov shall be completed and incorporated with the bid.*)
- J.2.1** E.E.O. Information and Mayor's Order 85-85
- J.2.2** Tax Certification Affidavit
- J.2.3** First Source Employment Agreement
- J.2.4** Cost/Price Data

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

K.1 TYPE OF BUSINESS ORGANIZATION

K.1.1 The bidder, by checking the applicable box, represents that

(a) It operates as:

- a corporation incorporated under the laws of the State of: _____
- an individual,
- a partnership,
- a nonprofit organization, or
- a joint venture.

(b) If the bidder is a foreign entity, it operates as:

- an individual,
- a joint venture, or
- a corporation registered for business in _____
(Country)

K.2 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the bidder for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Bidder _____ Date _____

Name _____ Title _____

Signature _____

Bidder ____ has ____ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Bidder ____ has ____ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed sub-bidders. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

K.3 BUY AMERICAN CERTIFICATION

The bidder hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Paragraph 23 of the SCP, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____ EXCLUDED END PRODUCTS
_____ COUNTRY OF ORIGIN

K.4 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each Bidder shall check one of the following:

_____ No person listed in Clause 13 of the SCP, "District Employees Not To Benefit" will benefit from this contract.

_____ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the SCP.

K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the bidder is considered to be a certification by the signatory that:

- 1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any bidder or competitor relating to:
 - (i) those prices
 - (ii) the intention to submit a contract, or
 - (iii) the methods or factors used to calculate the prices in the contract.
- 2) The prices in this Contract have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before Contract opening unless otherwise required by law; and
- 3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

- (b) Each signature on the bid is considered to be a certification by the signatory that the signatory:
- 1) Is the person in the bidder's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

(insert full name of person(s) in the organization responsible for determining the prices offered in this contract and the title of his or her position in the bidder's organization);

- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - (ii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the bidder deletes or modifies subparagraph (a)(2) above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

K.7 TAX CERTIFICATION

Each bidder must submit with its bid, a sworn Tax Certification Affidavit, incorporated herein as Section J.2.2.

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 METHOD OF AWARD

L.1.1 The District reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.

L.1.2 The District intends, but is not obligated, to award multiple contracts resulting from this solicitation to the responsive and responsible bidders who have/have the lowest bids.

L.1.3 AGGREGATE GROUP

Award will be broken down into three separate Aggregate Award Groups. For purposes of this section of the solicitation, the three Aggregate Award Groups are called: Aggregate Award Group 1, Aggregate Award Group 2, and Aggregate Award Group 3. A bidder can bid on all three Aggregate Award Groups; however, a bidder can only be awarded a maximum of two of the Aggregate Award Groups. If a bidder is the lowest bidder on all three Aggregate Award Groups it will only be awarded a contract for Aggregate Award Group 1 and Aggregate Award Group 3. The second lowest bidder on Aggregate Award Group 2 would then be awarded a contract for Aggregate Award Group 2.

For illustrative purposes please see the following examples:

Example – Bidder A provides the lowest bid for Aggregate Award Groups 1, 2, and 3. Bidder B provides the second lowest bid for Aggregate Award Group 2. Bidder A will be awarded a contract for Aggregate Award Groups 1 and 3. Bidder B will be awarded a contract for Aggregate Award Group 2.

Example – Bidder A provides the lowest bid for Aggregate Award Groups 2 and 3. Bidder B provides the lowest bid for Aggregate Award Group 1. Bidder A will be awarded a contract for Aggregate Award Groups 2 and 3. Bidder B will be awarded a contract for Aggregate Award Group 1.

In the event the District receives only one (1) bid for Aggregate Award Group 2, the sole respondent to Aggregate Award Group 2 will be awarded the contract for Aggregate Award Group 2 regardless of the awards made to Aggregate Award Groups 1 and 3.

L.2 PREPARATION AND SUBMISSION OF BIDS

- L.2.1** Bidders shall submit a signed original and *two* copies. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's offer shall constitute the formal contract. **Each bid shall be submitted in a sealed envelope conspicuously marked: "Bid in Response to Solicitation No. DCAM-2009-B-0003 Security Services".**
- L.2.2** The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.
- L.2.3** The District may reject as non-responsive any bid that fails to conform in any material respect to the Invitation for Bids.
- L.2.4** The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.
- L.2.5** The prospective contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit the documentation listed below and submit with bid.
- L.2.5.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract. Acceptable evidence includes, but is not limited to, audited financial statements or documentation from a financial institution which can substantiate the bidder's access to at least 5 weeks of working capital for this contract .
- L.2.5.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments. The bidder shall submit a draft Transition Plan that outlines the contractor's staffing, recruitment, hiring and training plans to ensure that the bidder will have the required staffing levels at the end of the thirty day transition period. In addition, the bidder must outline its ongoing hiring and recruitment efforts to maintain a reserve staff at 10% (Refer to C.3.3.5 B.)
- L.2.5.3** Evidence of the ability to properly train personnel. Evidence shall include: a) list of courses and a copy of the written curriculum for initial and ongoing training, particularly firearms training and contraband detection using X-ray machines and hand-held devices. The bidder shall indicate which, if any, of the courses would need to be developed during the Transition Period.; b) qualification certificates/documentation for instructors; c) sample training completion documentation that will be held on file for each employee.
- L.2.5.4** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

- L.2.5.5** Evidence of a satisfactory performance record, record of integrity and business ethics. The bidder shall provide a list of at a minimum four clients for which the bidder has provided similar security services. One of the four clients shall be a client that the bidder has lost in the last five years. The bidder must provide an explanation for why it lost the client. If the bidder has not lost any clients, then it shall submit four current clients. For each client reference, the bidder must list the contact person's name, phone number, email address, street address, length of contract term, number of security personnel provided, and contract amount. **State if the bidder has ever been penalized for not meeting all requirements of past contracts? List contract, penalties, and dollar amount assessed per penalty, if any.**
- L.2.5.6** Evidence of ability to effectively monitor contract performance. Bidders must provide a copy of their Quality Control procedures which shows how the bidder will ensure that all guards are present and fully equipped for duty at the beginning of their shifts, have and maintain the proper training, and otherwise adhere to the Quality Control Plan and contract requirements.
- L.2.5.7** **Evidence of an effective management structure that would oversee this contract and ensure its implementation so as to meet all contract requirements. Provide names, titles, brief law enforcement c.v., and time with your company for each employee. Include the name of the individual who would have direct responsibility for the management of this contract, and his or her detailed c.v., including that individual's last three professional positions.**
- L.2.5.8** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.2.5.9** If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be non-responsible.

L.2.6 PRE-BID CONFERENCE

A pre-bid conference will be held at **10:00 a.m. on February 12, 2009 at the Office of Contracting and Procurement, 441 4th Street, NW, Suite 700 South Washington, DC 20001**. Prospective bidders will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from bidders on the solicitation document as well as clarify the contents of the solicitation. Attending bidders must complete the pre-bid conference attendance roster at the conference so that bidder attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the Pre-Bid

Conference are only intended for general discussion and do not represent the District's final position. All oral questions must be submitted in writing following the close of the pre-bid Conference but no later than five working days after the pre-bid Conference in order to generate an official answer. Official answers will be provided in writing to all prospective bidders who are listed on the official bidder's list as having received a copy of the solicitation. Answers will be posted on the OCP website at www.ocp.dcgov.org.

L.3 FAMILIARIZATION WITH CONDITIONS (SERVICES)

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

L.4 BID SUBMISSION DATE AND TIME

Bids must be submitted no later than **10:00 a.m.** local time on **March 2, 2009**.

L.5 WITHDRAWAL OR MODIFICATION OF BIDS

A bidder may modify or withdraw its bid upon written, telegraphic notice, or facsimile transmission, if received at the location designated in the solicitation for submission of bids, but not later than the exact time set for the opening of bids.

L.6 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

L.6.1 Bids, modifications to bids, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a. The bid or modification was sent by registered or certified mail no later than the fifth (5th) day before the date specified for receipt of bids; or
- b. The bid or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District after receipt.

L.6.2 Postmarks

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

L.6.3 Late Submissions

A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

L.6.4 Late Modifications

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

L.6.5 Late Bids

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

L.7 HAND DELIVERY OR MAILING OF BIDS

Bidders must deliver or mail their bids to the address in Section A.8 of the cover page.

L.8 ERRORS IN BIDS

Bidders are expected to read and understand fully all information and requirements contained in the solicitation. Failure to do so will be at the bidder's risk. In the event of a discrepancy between the unit price and the total price, the unit price shall govern.

L.9 QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the Contracting Officer. The prospective bidder shall submit questions no later than 11 days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than 11 days before the date set for submission of bids. The District will furnish responses promptly to all other prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective

bidders. Oral explanations or instructions given before the award of the contract will not be binding.

L.10 FAILURE TO SUBMIT BIDS

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

L.11 BID PROTESTS

Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer.

L.12 SIGNING OF BIDS

L.12.1 The Contractor shall sign the bid and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.12.2 All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

L.13 ACKNOWLEDGMENT OF AMENDMENTS

The bidder shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A.14 of the solicitation; or (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of bids. Bidder's failure to acknowledge an amendment may result in rejection of the bid.

L.14 BIDS WITH OPTION YEARS

The bidder shall include option year prices in its price/cost bid. A bid may be determined to be unacceptable if it fails to include option year pricing.

L.15 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

L.15.1 Name, address, telephone number and federal tax identification number of bidder;

L.15.2 A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. This mandate also requires the bidder to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the bidder is required by law to make such certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.15.3 If the bidder is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.16 STANDARDS OF RESPONSIBILITY

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

L.16.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.16.2 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

- L.16.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.16.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.16.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.16.6** Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.16.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations
- L.16.8** If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be non-responsible.

- L.16.9** Efficient and effective protection of persons and property means that the contractor at minimum has successfully provided security services of similar size and scope for a period of at least five (5) years without any major contractual penalties or loss of the contract; and that contractor employees have maintained at least the minimum requirements, as stated in C.4 below, for such five (5) year period.
- L.16.10** Conceptual Transition Plan as described in C.3.1.1

- L.17 Key Personnel**
 - L.17.1** The District considers the following positions to be key personnel for this contract: (Security Guard (Unarmed), Commissioned Special Police Officer (Unarmed), Commissioned Special Police Officer (Armed), Relief Guards, and the Project Manager.
 - L.17.2** The bidder shall set forth in its bid the names and reporting relationships of the key personnel the bidder will use to perform the work under the proposed contract. Their resumes shall be included. The hours that each will devote to the contract shall be provided in total and broken down by task.

SECTION M EVALUATION FACTORS

M.1. Preferences for Certified Business Enterprises

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

M.1.1 Subcontracting Requirements

If the prime contractor subcontracts any portion of the work under this contract, the prime contractor shall meet the following subcontracting requirements:

- M.1.1.1** At least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises; or
- M.1.1.2** If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph M.1.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

M.1.2 Application of Preferences

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

- M.1.2.1** Any prime contractor that is a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to this Invitation for Bids (IFB).
- M.1.2.2** Any prime contractor that is a resident-owned business (ROB) certified by the SLBOC or the DSLBD, as applicable, will receive a five percent (5%) reduction in the bid price for a bid submitted by the ROB in response to this IFB.

M.1.2.3 Any prime contractor that is a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to this IFB.

M.1.2.4 Any prime contractor that is a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to this IFB.

M.1.2.5 Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to this IFB.

M.1.2.6 Any prime contractor that is a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to this IFB.

M.1.3 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve per cent (12%) for bids submitted in response to this IFB. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.1.4 Preferences for Certified Joint Ventures

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

M.1.5 Vendor Submission for Preferences

M.1.5.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid, the following documentation, as applicable to the preference being sought:

M.1.5.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB or ROB, to include a copy of all relevant letters of certification from the SLBOC; or

M.1.5.1.2 Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB or ROB, to include a copy of the provisional certification from the DSLBD.

M.1.5.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 970N
Washington DC 20001

M.1.5.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.1.6 Subcontracting Plan

If the prime contractor intends to subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section M.1.1, the prime contractor responding to this solicitation shall be required to submit with its bid, a notarized statement detailing its subcontracting plan. Bids responding to this IFB shall be deemed nonresponsive and shall be rejected if the bidder intends to subcontract in accordance with the provisions of section M.1.1, but fails to submit a subcontracting plan with its bid. Once the plan is approved by the contracting officer, changes to the plan will only occur with the prior written approval of the contracting officer and the Director of DSLBD. Each subcontracting plan shall include the following:

M.1.6.1 A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

M.1.6.2 A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

M.1.6.3 The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;

M.1.6.4 The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;

M.1.6.5 A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;

M.1.6.6 In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;

M.1.6.7 Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by

the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;

M.1.6.8 A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and

M.1.6.9 A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

M.1.7 Compliance Reports

By the 21st of every month following the execution of the contract, the prime contractor shall submit to the contracting officer and the Director of DSLBD a compliance report detailing the contractor's compliance, for the preceding month, with the subcontracting requirements of the contract. The monthly compliance report shall include the following information:

M.1.7.1 The dollar amount of the contract or procurement;

M.1.7.2 A brief description of the goods procured or the services contracted for;

M.1.7.3 The name and address of the business enterprise from which the goods were procured or services contracted;

M.1.7.4 Whether the subcontractors to the contract are currently certified business enterprises;

M.1.7.5 The dollar percentage of the contract or procurement awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

M.1.7.6 A description of the activities the contractor engaged in, in order to achieve the subcontracting requirements set forth in section M.1.1; and

M.1.7.7 A description of any changes to the activities the contractor intends to make by the next month to achieve the requirements set forth in section M.1.1.

M.1.8 Enforcement and Penalties for Breach of Subcontracting Plan

M.1.8.1 If during the performance of this contract, the contractor fails to comply with the subcontracting plan submitted in accordance with the requirements of this contract, and as approved by the contracting officer and the Director of DSLBD, and the contracting officer determines the contractor's failure to be a material breach of the contract, the contracting officer shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

M.1.8.2 In addition, the willful breach by a contractor of a subcontracting plan for utilization of certified business enterprises in the performance of a contract, the failure to submit any required subcontracting plan monitoring or compliance report, or the deliberate submission of falsified data may be enforced by the DSLBD through the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach, failure, or falsified submission.

M.2 EVALUATION OF OPTION YEARS

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