

 SOLICITATION, BID AND AWARD Construction, Design and Building Renovation Group	1. Solicitation No.: DCAM-2010-B-0166 Citywide Electronic Security Systems	2.Type: <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Negotiated (RFP)	3. Date Issued: August 12, 2010	Page 1 of 96
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4. Contract Number	5. Requisition/Purchase Request No.	6. <input checked="" type="checkbox"/> Open Market with set aside for Mandatory 35% SBE subcontracting requirement in accordance with Section M.1.6)
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7. Issued By: Department of Real Estate Services Contracting and Procurement Division 2000 14 th Street, NW Washington, DC 20009	8. Address Bid To: Department of Real Estate Services Contracting and Procurement Division 2000 14 th Street, NW Bid Room , 3 rd Floor Washington, D.C. 20009
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9. For information contact:	A. Name: Maria Bennett	B. Telephone (No collect calls)			C. E-mail Address Maria.Bennett@dc.gov
	(Area Code) 202	(Number) 671-2629	(Ext)		

IMPORTANT - The "bid" section of this form, must be fully completed by Bidder.

SOLICITATION

NOTE: In sealed bid solicitations "bid" and "Bidder" mean "bid" and "bidder"

10. Sealed bids in "original" plus 2 copies to perform the work required will be received at the place specified in item 8, or if hand carried, to the bid counter located at address shown in item 8 until 2:00 P.M. local time on September 9, 2010.

11. The District requires performance of the work described in strict accordance with the following:

Description	Section	Pages
• Solicitation/Bid/Award Form	--- Section -A,	pages: 1-2
• Schedule for Retrofit, Alterations, Repair, Price	--- Section - B,	pages: 3-6
• Scope/DRES (CD) Specifications/Drawings	--- Section - C,	page: 7-11
• Packaging and Markings	--- Section - D,	page : 12
• Inspection and Acceptance	--- Section - E,	page: 13
• Deliveries and Performances	--- Section - F,	page: 14-15
• Contract Administration Data	--- Section- -G,	pages: 16-46
• Special Contract Requirements	--- Section - H,	pages: 47-54
• Contract Clauses	--- Section - I,	pages: 55-72
• List of Attachments	--- Section - J,	page: 73
• Representations, Certifications and other statements Of Bidders	--- Section - K,	pages: 74-85
• Instructions, Conditions and other Notices to Bidders	--- Section - L,	pages: 86-91
• Evaluation Factors for Award	--- Section - M,	pages:92-96
• The Standard Contract Provisions For Use With Specifications for District of Columbia Government Retrofit Projects, dated 1973, as amended.		

12. The Contractor shall begin performance and complete all the work within 360 calendar days from the date specified in the written

Award NTP This performance period is Mandatory Negotiable

13. The Contractor must furnish the required performance and payment bonds.

yes, within seven (7) calendar days after receiving the Notice of Intent to Award no

14. Additional Solicitation Considerations

- A. All bids are subject to the work requirements, provisions and clauses incorporated in this solicitation in full text or by reference
- B. A BID GUARANTEE is required is not required

Government of the District of Columbia

Department of Real Estate Services Contracting and Procurement Division

BID (Must be fully completed by Bidder)									
15. Name, Company Name and Address of Bidder (with zip code)				16. Telephone No. ()			18. Remittance Address (if different than item 15).		
				17. E-mail address					
19. The Bidder agrees to perform the work required at the prices specified herein and according to the BID SCHEDULE (Section B) and in strict accordance with the terms of this solicitation, if this bid is accepted by the District in writing within 90 calendar days after the date bids are due.									
20. The Bidder agrees to furnish any required performance and payment bonds.									
21. ACKNOWLEDGEMENT OF AMENDMENTS									
The Bidder acknowledges receipt of amendments to the solicitation (number and date each)									
Amendment Number									
Date									
22. Name and Title of person authorized to sign bid (Type or Print)				22A. Signature				22B. Bid	
AWARD (To be completed by the District)									
23. Amount				24. Accounting and Appropriation data					
25. PAYMENT WILL BE MADE BY: Office of the Chief Financial Officer 441 4 th Street N.W., Suite 850 North Washington, D.C. 20001				26. Submit invoices as instructed in Section G of this solicitation (Contract Administration Data)					
CO WILL COMPLETE ITEM 27 OR 28 AS APPLICABLE									
27. <input type="checkbox"/> NEGOTIATED AGREEMENT (The Contractor is required to sign this document and return__ copies to the issuing office). The Contractor agrees to furnish and deliver all items or perform all work requirements for the consideration stated in this contract. The rights and obligations of the parties of this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications and specifications incorporated by reference in or attached to this contract.					28. <input type="checkbox"/> AWARD (The Contractor is not required to sign this document). Your bid on this solicitation is hereby accepted. This award consummates the contract which consists of (a) the solicitation and your bid, and (b) this contract award. No further contractual document is necessary.				
29. Name and Title of Contractor or Person Authorized to Sign (Type or Print)					30. Name of CO (Type or Print)				
29A. Signature		29B. Date			30A. Signature			30B. Date	

SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

B.1 The District of Columbia, Department of Real Estate Services (the “District”) is seeking contractor to provide all management, supervision, labor, materials, supplies, transportation, and equipment for the Electronic Security Systems Operation, Installation and Maintenance Conversion for District owned and leased facilities.

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

B.2 TYPE OF CONTRACT

The District contemplates award of a Firm Fixed Price Contract.

B.3 An Bidder responding to this solicitation must submit with its bid, a notarized statement detailing any subcontracting plan required by law. Bidders responding to this Request for Proposals (RFP) shall be deemed nonresponsive and shall be rejected if the Bidder fails to submit a subcontracting plan that is required by law. All non-construction contracts in which a portion will be subcontracted must include the following requirements:

B.3.1 At least 35% of the dollar volume shall be subcontracted to Small Business Enterprises (SBE). 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 SBE. (See H.10).

B.4 FIXED PRICE

The contract shall be performed in accordance to the requirements in Section “C” for Electronic Security Systems Operation, Installation and Maintenance Conversion for District owned and leased facilities.

B.5 PRICE SCHEDULE

B.5.1 Service & Maintenance Prices:

The Service LSP shall be billed quarterly in advance in four equal installments and shall be adjusted on a quarterly basis as described in Section 2.04 using the prices listed below in the columns under “After Warranty Service” prorated against the number of quarters remaining in the year.

Service Lump Sum Price (LSP) for all material required for service and maintenance and all work during Normal Business Hours in compliance with Section 2 of the Statement of Work:

\$ _____.

Service LSP in words _____

Hourly rate for work outside normal business hours in compliance with Section 2 of the Statement of Work:

\$_____.

The amount included in the Lump Sum Service Price for direct manufacturer support:

\$_____.

B.5.2 System Conversion Prices:

Conversion Lump Sum Price (LSP) for all material and labor required to supply software and convert the Reeves Center and DMV 95 M Street in compliance with Section 4 of the Statement of Work:

\$_____.

LSP in words _____

Price to convert each additional M5 panel in compliance with Section 4 of the Statement of Work:

\$_____.

Price to convert each additional access controlled door in compliance with Section 4 of the Statement of Work:

\$_____.

B.5.3 Equipment Removal, Additions and Changes:

The Bidder shall provide a cost to delete, add or change equipment in compliance with Section 3 of the Statement of Work by completing the following tables. All equipment shall comply with the Approved Equipment List and shall be installed in compliance with the Standard Security Details.

Table 1 lists individual items that shall be combined where the assemblies listed in Table 2 are not suitable. All items requiring supervisory resistors shall include them. All items shall include terminations at the upstream end of the cables. Items in Group 1 shall include cabling to an SRI/OM or a WIU above the door. Where applicable, items in Group 2 shall include 150 feet of cable from the device to the location of the M5, SCP, Power Supply, DVR or Multiplexer. Items in Group 3 shall be installed and terminated at the upstream end only. Cost of terminations and all data entry shall be included in the pricing for downstream devices.

TABLE 1 ITEM	Removal	Install with 1 Year Warranty			Service for 1 Year after Warranty		
	Labor	Equip	Labor	Total	Equip	Labor	Total
Group 1							
Card Reader (Wall Switch)							
Lock Power Supply							
Electric Strike							
Electromagnetic Lock							
Electrified Panic Bar w Power Supply							
Door Position Sensor (Recessed)							
Door Position Sensor (Surface)							
REX PIR							
Emergency Exit Button							
Emergency Exit Alarm							
NSMS Client Seat License							
NSMS DVR Interface Software							
NSMS DVR Seat License							
Interface to Pelco Switcher							
Incremental Cost to double the software capacity of the system							
Group 2							
Power Transfer Device							
Power Transfer Cord							
GE Door Control Unit WIU-4							
NSMS Door Control Unit SRI/OM							
Card Reader (Wall Switch)							
Lock Power Supply							
Electric Strike							
Electromagnetic Lock							
Electrified Panic Bar w Power Supply							
Door Position Sensor (Recessed)							
Door Position Sensor (Surface)							
Door Position Sensor (OHD)							

REX PIR							
Emergency Exit Button							
Emergency Exit Alarm							
Temperature Sensor							
Duress Button (Concealed)							
Emergency Button							
Glass Break Detector							
Motion Detector							
PTZ Camera Power Supply							
Intercom Master Station w Desk Stand							
Intercom SubMaster Station w Desk Stand							
Intercom Door Station w Angle Mount							
Group 3							
DVR w Rack Mount							
UPS for DVR							
16 Channel Multiplexer							
Keyboard w Joystick							
GE PXN Plus CPU Board							
GE 8RP							
GE 20 DI							
GE 16 DOR							
NSMS SCP							
NSMS 8 ch Mux							
NSMS 16 Input board							
NSMS 16 Output board							
NSMS DRI/OM							

Group 4							
100' all cable between WIU/MR-50 & panel							
100' all cable between reader door & panel							
100' cable between alarm input & panel							
100' cable between motion detect & panel							
100' all cable between fix CCTV cam & panel							
100' all cable between PTZ camera & panel							
100' Cat 6 LAN cable with terminations							

Table 2 lists items that may be dealt with as complete assemblies as defined in the Standard Security Details. For Items in Group 1, do not include the Emergency Exit Alarm in each detail as there is a separate line to add this device. Include 150 feet of cable with each. For items in Group 2, do not include the LAN drop as the price in Group 4 above can be used where required and do not include any cable that does not originate and terminate in the same room as these details.

TABLE 2 DETAIL	Removal	Install with 1 Year Warranty			Service for 1 Year after Warranty		
	Labor	Equip	Labor	Total	Equip	Labor	Total
Group 1							
DD1.01 -- Single Door w Monitoring Switch							
DD1.02 -- Single Door w SRI/OM, Card Reader & Elect Strike							
DD1.02 -- Single Door w WIU-4, Card Reader & Elect Strike							
DD1.02 -- Single Door w Card Reader & Elect Strike							
DD1.05 -- Single Door w SRI/OM, Card Reader & Mag Lock							
DD1.05 -- Single Door w WIU-4, Card Reader & Mag Lock							
DD1.05 -- Single Door w Card Reader & Mag Lock							

DD2.01 -- Double Door w Monitoring Switch							
DD2.02 -- Double Door w SRI/OM, Card Reader & Elect Strike							
DD2.02 -- Double Door w WIU-4, Card Reader & Elect Strike							
DD2.02 -- Double Door w Card Reader & Elect Strike							
DD2.05 -- Double Door w SRI/OM, Card Reader & Mag Lock							
DD2.05 -- Double Door w WIU-4, Card Reader & Mag Lock							
DD2.05 -- Double Door w Card Reader & Mag Lock							
DD3.01 -- Overhead Door w Monitoring Switch							
Add Emergency Exit Alarm to any of the above details							
MD3.01 -- Ceiling Mount Fixed CCTV Camera							
MD3.02 -- Pedestal Mount PTZ CCTV Camera							
Group 2							
MD2.01 -- Panel Layout GE							
MD2.01 -- Panel Layout Conversion							
MD2.02 -- Panel Layout New							

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

The District of Columbia, Department of Real Estate Services (the “District”) is seeking contractor to provide all management, supervision, labor, materials, supplies, transportation, and equipment for the Electronic Security Systems Operation, Installation and Maintenance Conversion for District owned and leased facilities.

C.2 DEFINITIONS

C.2.1 Acceptance

“Acceptance” constitutes acknowledgment that the supplies or services conform to applicable contract quality and quantity requirements.

C.2.2 Approval

"Approval" means the District has reviewed submittals, deliverables, or administrative documents (operation manuals, maintenance manuals, and etc.), and has determined the documents conform to contract requirements. District approval shall not relieve the Contractor of responsibility for complying with Federal, District, local laws and regulations.

C.2.3 Contractor

The term Contractor refers to the individual, firm, partnership, company, or corporation providing the services and directly contracting with the District Government as the prime Contractor in the performance of the work described herein.

C.3 BACKGROUND

C.3.1 The Protective Services Police Department (PSPD) within the District of Columbia’s Department of Real Estate Services (DRES) is legally mandated to manage and maintain the District’s city wide Electronic Security System (ESS). The system manages access control, intrusion detection, digital video recording, duress alarms and security cameras for city facilities.

C.3.2 The ESS is a GE system that was implemented in the fall of 2000. The system has grown steadily since inception (currently in 33 buildings) with several additional locations scheduled to come off warranty and into the service agreement in the coming year.

C.3.3 PSPD has determined that the GE system is no longer capable of meeting its current and future requirements and intends to convert it to a New Security Management System (NSMS) that complies with the requirements of these documents. PSPD intends to accomplish this conversion over a period of years, starting with the immediate installation of the application software and the conversion of two sites. Both systems will operate concurrently until all activity on the GE system has been terminated.

C.3.4 The District of Columbia Metropolitan Police Department (MPD) has elected to also standardize on the NSMS. Installation of MPD's security management systems is not within the scope of work of this document but all such installed components will be added to this service contract at the expiration of the warranty period.

C.3.5 The District of Columbia's Standard Security Details are included in these documents to ensure all installation work, regardless of the installer, conforms to the same set of standards. The standards will be used by both PSPD and MPD.

C.4 REQUIREMENTS

C.4.1 The contractor's scope of work shall be to service the GE system, install NSMS application software and interfaces, provide administrative services for both systems, convert portions of the GE system to the NSMS system, warrant the NSMS components and service them as they come out of warranty, and make small adds and changes to both systems as needs dictate.

C.4.1.1 The contractor shall provide preventive maintenance as well as emergency and remedial repair services relating to the current and future installed base of security systems and components.

C.4.1.2 The contractor shall provide the application software for the NSMS and convert selected facilities as determined by PSPD.

C.4.1.3 At the discretion of PSPD, the contractor shall install additional equipment; and modify, change or remove existing equipment to either system.

C.4.1.4 At the discretion of PSPD, other contractors shall install additional equipment to either system. In that event, the contractor shall:

C.4.1.4.1 Perform all system administration tasks, as defined in § **C.4.4.1.3**:

C.4.1.4.1.1 Involved in bringing the new work on line.

C.4.1.4.1.2 Required during the warranty period.

C.4.1.4.2 Add the new work to its service responsibilities at the end of the warranty period subject to the provisions of §**C.4.7**.

C.4.1.5 The contractor shall ensure that every employee working on this contract shall be certified as trained by the respective manufacturer of access control, intercom, CCTV switch and DVR equipment.

C.4.1.6 The contractor shall coordinate with the Office of the Chief Technology Officer (OCTO) to ensure LAN/WAN connectivity and compatibility.

C.4.1.7 The contractor shall comply with special standard of responsibility in Section H.

C.4.2 Electronic Security Systems Overview

This section is an overview provided for convenience. The contractor shall refer to the PSPD Security System Equipment List for a complete list of system components and locations as well as the Standard Security Details for the current list of approved products and manufacturers.

C.4.2.1 Access Control

C.4.2.1.1 DRES currently operates two Picture Perfect access control systems as shown on the Security Schedule.

C.4.2.1.1.1 The UCC system at 2720 Martin Luther King Boulevard controls items installed on that property. It consists of a GE Facility Commander 2.0 server and hot redundant GE Picture Perfect 4.0 servers communicating with M5 panels and DVRs in that facility over the facility's LAN. This facility does not access the city-wide WAN.

C.4.2.1.1.2 The other system is managed from the John Wilson Building at 1350 Pennsylvania Avenue. It controls all devices in the rest of the city and consists of a GE Facility Commander 2.1 server and hot redundant GE Picture Perfect 4.0 servers communicating with M5 panels and DVRs over the city's WAN.

C.4.2.1.2 All security devices are wired to M5 controllers strategically located (usually in LAN or Telco closets) in 33 buildings throughout the city.

C.4.2.1.2.1 At least one M5 in each facility is connected to the District's LAN.

C.4.2.1.2.2 Other M5s may be connected in a daisy-chain fashion to an M5 on the LAN.

C.4.2.1.2.3 Each M5 is equipped as necessary with a CPU board (PX, PXN or PXNplus), one or two 8-reader (8RP) boards, an input board (20DI) and an output board (16DOR).

C.4.2.1.2.4 All monitored and controlled devices are directly wired back to the M5 panel except devices associated with card reader controlled doors.

C.4.2.1.2.5 All alarm devices monitored from the M5 are supervised with dual 1K resistors at the device.

C.4.2.1.3 All devices at reader controlled doors are wired to door controllers located at the doors. In an estimated 60% of the cases, this is an HID controller, in 30% it is a WIU-2 and in 10% (recent additions) it is a WIU-4.

C.4.2.1.3.1 The locking device, REX PIR, door contact and reader are connected to the door controller which is wired back to a port on the 8RP daughter card in the M5.

C.4.2.1.3.2 Except where required by code, all locking devices are fail secure.

C.4.2.1.4 Most card readers are standard HID ProxPro readers with recent additions being HID multiCLASS. A few FIPS 201 GE T-520-PIV are also installed.

C.4.2.1.5 Access cards are standard HID 26-bit proximity cards.

C.4.2.2 Security Management System

C.4.2.2.1 Access control, alarm management, video management, credentialing and other functions are integrated through Facility Commander located on a single server in each system.

C.4.2.2.2 The city's credentialing system, operated through Picture Perfect, is not a part of this scope of work.

C.4.2.3 CCTV

C.4.2.3.1 Buildings equipped with CCTV systems contain analogue CCTV cameras connected to on-site GE DVMRE-CII-1200 DVRs (one site has a VCR) over coaxial cable.

C.4.2.3.2 Each DVR is network connected allowing live and recorded playback through Facility Commander.

C.4.2.3.3 At several sites, multiplexers split the video signals to Pelco switches, sized for the facility, and/or on-site monitoring stations.

C.4.2.4 Intercom

- C.4.2.4.1** Buildings equipped with intercom systems may contain multiple systems.
- C.4.2.4.2** The systems range from one master station and one substation to four substations and three master stations.
- C.4.2.4.3** The Wilson Building and Unified Command Center are equipped with Stentofon intercom systems with exchanges located in the security equipment racks.

C.4.2.5 Other Systems & Components

- C.4.2.5.1** Other components include but are not limited to:
 - C.4.2.5.1.1** Readers used to arm/disarm security components.
 - C.4.2.5.1.2** Elevator hall call readers allowing only card holders to call elevators to the floor.
 - C.4.2.5.1.3** Elevator in-cab readers that limit floor selection to specific card holders.
 - C.4.2.5.1.4** Optical/barrier turnstiles with readers & control panels.
 - C.4.2.5.1.5** Monitored doors.
 - C.4.2.5.1.6** Glass break detectors.
 - C.4.2.5.1.7** Duress alarms.
 - C.4.2.5.1.8** Motion detectors.
 - C.4.2.5.1.9** Emergency phone (intercoms) towers.
 - C.4.2.5.1.10** Power supplies and battery units.
 - C.4.2.5.1.11** Fence protection system.

C.4.2.6 Approved Products

DRES has a considerable investment in the installed devices which are listed in Standard Security Details. These components comprise the bulk (if not the entirety) of what has been installed and the contractor shall utilize components from this list or supply products of equal value, capability and quality.

C.4.3 Project Management and Liaison

- C.4.3.1** The contractor shall designate a single individual to be responsible for all work performed under this contract including preventive maintenance, emergency service, additions and changes, and system conversion. This individual shall:
 - C.4.3.1.1** Manage the day to day aspects of the work.
 - C.4.3.1.2** Be available to PSPD and for meetings and consultations.
 - C.4.3.1.3** Issue reports and status indications as and when required by PSPD.

- C.4.3.1.4** Be empowered to make decisions for the contractor regarding prices, deliveries, manpower and schedules for all aspects of the work.

C.4.4 Services & Maintenance

C.4.4.1 System Administration

The contractor shall perform all system administrator functions for both GE systems and the NSMS during Normal Business Hours (NBH) currently established as 8:30 AM to 5:00 PM on weekdays.

- C.4.4.1.1** Prior to the commencement of the contract, the contractor shall designate a knowledgeable and trained System Administrator for approval by PSPD. Once approved the System Administrator shall not change until an alternate candidate has been submitted to and approved by PSPD.

- C.4.4.1.2** Within 30 days of the commencement of the contract, contractor shall submit for PSPD approval a list of back-up staff. The contractor shall ensure the approved back-up staff is available to administer the systems during vacations, holidays, sick days, training days and other days the System Administrator is not available. Back-up staff shall be knowledgeable and trained to the extent that there shall be no requirement to get up to speed when their services are required except as is typical during a return from vacation.

- C.4.4.1.3** System Administrator duties shall include but not limited to the following:

- C.4.4.1.3.1** Servers and other front end devices:

- C.4.4.1.3.1.1** Confirm back-ups of data occur as scheduled.

- C.4.4.1.3.1.2** Confirm back-ups of transaction history occur as scheduled and that there are no memory overloads.

- C.4.4.1.3.2** Program new devices that require definition such as CCTV cameras, card readers, inputs, controlled outputs, access categories, graphics, and other database requirements.

- C.4.4.1.3.2.1** All device descriptors shall conform to the styles and abbreviations listed in the Standard Security Details.

- C.4.4.1.3.2.2** The System Administrator shall not be required to program card holders, door schedules or alarm instructions.
- C.4.4.1.3.3** Confirm and document in a log the operational functionality of key system components on a regular and frequent basis as defined in §C.4.4.2.2.4.
- C.4.4.1.3.4** Respond to calls for assistance from cardholders or others within the systems' footprint.
- C.4.4.1.3.5** Notify PSPD whenever a problem or malfunction arises.
- C.4.4.1.3.6** Generate reports (custom, scheduled or otherwise) of system activity, operator activity or cardholder activity.
- C.4.4.1.3.6** Assist service technicians diagnosing performance issues and provide support during repair operations.
- C.4.4.1.4** The contractor's System Administrator shall be stationed at PSPD headquarters located on the second floor of the ACC building on the DCGH campus at 1900 Massachusetts Ave. From there the System Administrator shall administer the Wilson system and the NSMS.
- C.4.4.1.5** The UCC system does not permit remote access at this time. The System Administrator shall schedule regular visits there to perform those duties listed in §C.4.4.1.3 that cannot be performed from PSPD headquarters. It is expected that two hours a week will be enough time for this.

C.4.4.2 Maintenance

C.4.4.2.1 Preventive Maintenance

- C.4.4.2.1.1** The contractor shall provide preventive maintenance services as specified in §C.4.4.2.2 for all items contained in the Security Systems Equipment List.
- C.4.4.2.1.2** Preventive maintenance shall be conducted by factory trained technicians. Prior to the commencement of the contract, the contractor shall submit a list of all such qualified technicians with a copy of relevant certifications for each.

- C.4.4.2.1.3** Preventive maintenance shall be conducted during normal business hours unless specifically agreed to in writing by PSPD. Unless after hours work was requested by PSPD the contractor shall bear any additional costs for after hours preventive maintenance including supplemental guard staff if necessary.
- C.4.4.2.1.4** The contractor shall submit a preliminary Preventive Maintenance Schedule to PSPD for approval within four weeks after contract award.
- C.4.4.2.1.5** The contractor shall advise PSPD of all preventive maintenance work a week in advance.
- C.4.4.2.1.6** The contractor shall notify PSPD immediately upon finding any remedial work that is required. The contractor shall not make any repairs until authorized by PSPD.
- C.4.4.2.1.7** The contractor shall submit properly completed documentation describing all preventive maintenance work as outlined in §C.4.4.3.

C.4.4.2.2 Preventive Maintenance Requirements

- C.4.4.2.2.1** The contractor shall physically activate to the “alarm” state once per year:
 - C.4.4.2.2.1.1** Each fence mounted detector.
 - C.4.4.2.2.1.2** Each glass break detector. Activation shall be by an electronic tone generator tuned to the appropriate frequency.
 - C.4.4.2.2.1.3** Each door contact on both monitored doors and the inactive leaf of double doors controlled by card readers.
 - C.4.4.2.2.1.4** Each door held open and door forced open timer on reader controlled doors.
 - C.4.4.2.2.1.5** Each duress alarm.
 - C.4.4.2.2.1.6** Each motion detector.

- C.4.4.2.1.7** Each temperature sensor alarm.
- C.4.4.2.2** When activating any device as required by §C.4.4.2.2.1 the contractor shall ensure:
 - C.4.4.2.2.1** The appropriate system responses are activated.
 - C.4.4.2.2.2** The appropriate information is displayed in the control rooms and workstations.
 - C.4.4.2.2.3** The test activation and all system responses are recorded in the transaction history logs.
- C.4.4.2.3** The contractor shall inspect, clean, and adjust for optimal image and field of view, each CCTV camera and in addition shall maintain and confirm the operational capability of each PTZ camera control once per year.
- C.4.4.2.4** The contractor shall confirm the operational status by electronically testing from a security system workstation:
 - C.4.4.2.4.1** Each CCTV camera once per month. This includes a review of an after dark recording from each camera to identify failed/inadequate lighting necessary for CCTV visibility.
 - C.4.4.2.4.2** Each M5 panel and its power supply once per month.
 - C.4.4.2.4.3** Each DVR once per day. This includes ensuring all cameras are functioning, all are being recorded and all the PSPD established storage requirements are being met. This requirement shall be performed less frequently at the UCC depending on the System Administrator's schedule but not less than once per week.
- C.4.4.2.5** All testing performed in accordance with §C.4.4.2.4 shall be documented by the System Administrator in a test log that shall be maintained at the desk.

C.4.4.2.3 Software Maintenance & Support

- C.4.4.2.3.1** The contractor shall maintain and keep current on PSPD's behalf all applicable application software licenses and maintenance agreements.
- C.4.4.2.3.2** The contractor shall advise PSPD of all software upgrades, updates and patches as they are issued by the manufacturers and advise PSPD about the merits and risks of the enhancements included in each release.
- C.4.4.2.3.3** The contractor shall provide all software upgrades, updates and patches selected by PSPD for loading by OCTO.
- C.4.4.2.3.4** The contractor shall provide unlimited telephone software support to PSPD staff during regular business hours.

C.4.4.3 Documentation

C.4.4.3.1 Service Work Orders

- C.4.4.3.1.1** After each visit the contractor's technician shall complete a service work order prior to leaving each site.
- C.4.4.3.1.2** The requirement in §C.4.4.3.1.1 applies to all work required in §C.4.4.2 and E except as required in §C.4.4.2.2.4.
- C.4.4.3.1.3** The work order shall stipulate the following:
 - C.4.4.3.1.3.1** The building where the work was performed.
 - C.4.4.3.1.3.2** A description of the problem if it is a call-out or the fact that it is a scheduled preventive maintenance visit.

C.4.4.3.1.3.3 The name and contact number of the person who initiated the call out.

C.4.4.3.1.3.4 Date & time of the call out.

C.4.4.3.1.3.5 Date & time of arrival on site.

C.4.4.3.1.3.6 Parts inspected, tested, repaired and/or replaced.

C.4.4.3.1.3.7 Status of the problem at the end of the visit if not resolved or if resolved, how it was resolved.

C.4.4.3.1.3.8 The time the contractor's staff left the site.

C.4.4.3.1.4 Prior to leaving the site the technician shall also:

C.4.4.3.1.4.1 Obtain the signature of the responsible city employee at the site on the completed work order.

C.4.4.3.1.4.2 Print the employee's name under the signature.

C.4.4.3.1.4.3 Record the employee's office phone number or other contact phone number.

C.4.4.3.2 Records

C.4.4.3.2.1 The vendor shall maintain a database of all service work orders.

C.4.4.3.2.2 The database shall contain the following for each service work order:

C.4.4.3.2.2.1 Work order reference number

C.4.4.3.2.2.2 Site reference information.
i Name.
ii Address.

C.4.4.3.2.2.3 Date and time of initial call-out.

C.4.4.3.2.2.4 Date and time of arrival on site.

C.4.4.3.2.2.5 Date and time of completion.

C.4.4.3.2.2.6 Statement of the problem.

C.4.4.3.2.2.7 Statement of the status or resolution.

C.4.4.3.2.3 The database shall be available to PSPD through a web browser.

C.4.4.3.2.4 The database shall be exportable in Microsoft Excel format.

C.4.4.4 Training

The contractor's pricing shall include the cost of training operators and administrators as follows:

C.4.4.4.1 Operator Training

The contractor shall provide two operator training sessions per year on site or at a location approved by PSPD. Dates shall be as agreed upon by PSPD and the contractor.

C.4.4.4.1.1 Each session shall be a minimum of eight hours in duration. Field setup time, startup time and testing time shall not be considered as training time.

C.4.4.4.1.2 Training shall be provided for each installed system and shall be conducted by factory-trained individuals.

C.4.4.4.1.3 PSPD shall notify the contractor at least two weeks in advance of the names of attendees.

C.4.4.4.1.4 Contractor shall provide each attendee with a basic operations manual for each installed system.

C.4.4.4.1.5 All operator training shall be conducted in a formal classroom-type atmosphere.

C.4.4.4.2 Administrator Training

The contractor shall provide one administrator training session per year on site or at a location approved by PSPD. Dates shall be as agreed upon by PSPD and the contractor. This training shall be for PSPD oversight staff that must understand the system and know how to operate it.

C.4.4.4.2.1 Administrator training shall be a minimum of 24 hours conducted over three eight-hour days. Field

setup time, startup time and testing time shall not be considered as training time.

- C.4.4.4.2.2** Items taught in operator training sessions shall not be repeated in administrator sessions.
- C.4.4.4.2.3** Administrator training shall be provided for each installed system and shall be conducted by factory-trained individuals.
- C.4.4.4.2.4** PSPD shall notify Contractor, at least two weeks in advance, of the names of attendees.
- C.4.4.4.2.5** Contractor shall provide each attendee a complete administration manual for each installed system.
- C.4.4.4.2.4** All administrator training shall be conducted in a formal classroom-type atmosphere.

C.4.4.5 Inclusions

The contractor's price for all work in §2 shall include:

- C.4.4.5.1** All replacement components and inventory.
- C.4.4.5.2** All software maintenance and support contracts with the manufacturers.
- C.4.4.5.3** All labor delivered within NBH as defined in §C.4.4.

C.4.4.6 After Hours Work

All labor for work on critical components performed outside NBH shall be billed at the contractor's quoted rates in the pricing matrix. Hours billed shall be the actual hours worked rounded up to the next quarter hour. PSPD shall not pay for any travel costs.

C.4.5 Equipment Removal, Additions & Changes

C.4.5.1 Unit Prices

- C.4.5.1.1** The contractor's unit price matrix shall be the basis for calculating all work over and above the fixed prices quoted for the service contract and the initial conversion work. The unit prices shall be all inclusive such that no additional charges shall apply except as defined in **C.4.5.1.2**.
- C.4.5.1.2** Unit prices shall not include:

C.4.5.1.2.1 Patching or refinishing costs.

C.4.5.1.2.2 Allowances for work in historic properties or asbestos related costs.

C.4.5.1.3 Equipment unit prices shall include but not be limited to: all discounts, freight charges, handling fees, back boxes and other necessary mounting hardware, termination devices, warranty allowance, tools, equipment rental, contractor overhead and profit.

C.4.5.1.4 Contractor's labor prices shall be based on the contractor receiving reasonable, timely and unencumbered access to the work location. Labor unit prices shall include but not be limited to: the contractor's costs for acquisition, warehousing, transportation, on-site staging, engineering, submittals & drawings, project management, project meetings, installation, clean-up, waste removal, recycling, data entry, warranty allowance, contractor overhead and profit.

C.4.5.2 Equipment Removal

C.4.5.2.1 Upon request, the contractor shall remove installed security equipment from DRES property at the unit prices quoted.

C.4.5.2.1 All equipment removal shall be performed in NBH.

C.4.5.2.3 Removed equipment shall be salvaged and placed into an inventory for additional work or spare parts. This inventory shall not be mixed with the service inventory described in §E and shall remain the property of DRES.

C.4.5.2.4 The contractor shall clean the area removing all dust and debris from the work area at the end of the day or when the project is completed, which ever occurs first.

C.4.5.3 Equipment Additions

C.4.5.3.1 Upon request, the contractor shall install security equipment in designated locations at the unit prices quoted. Where DRES authorizes used equipment from the inventory described in §2.03D the contractor shall deduct the price of said equipment from the equipment portion of the quoted prices.

C.4.5.3.2 All equipment shall be installed per the District of Columbia's Standard Security Details.

C.4.5.3.3 All installation work shall be performed in NBH.

- C.4.5.3.4** The contractor shall clean the area removing all dust and debris from the work area at the end of the day or when the project is completed, which ever occurs first.
- C.4.5.3.5** The contractor shall place in each new M5 or NSMS container:
 - C.4.5.3.5.1** A service log to be completed as future service work at that location occurs
 - C.4.5.3.5.2** A panel loading sheet showing which inputs, outputs and communication ports are occupied and a description of what is connected to each.
- C.4.5.3.6** The contractor shall send an electronic copy of the panel loading sheet to PSPD.

C.4.5.4 Equipment Replacement

Upon request, the contractor shall replace security equipment in designated locations. This work shall be performed as the sum of the work in §C.4.5.2 & C.4.5.3.

C.4.5.5 Submittals

The following submittals shall be provided for all added equipment:

- C.4.5.5.1 Shop Drawings:**
 - C.4.5.5.1.1** Submit the following for approval as one complete package. The submittal shall be rejected if items are missing:
 - C.4.5.5.1.1.1** A complete bill of materials listing each device and quantity to be supplied.
 - C.4.5.1.1.2** Technical data sheets for each item in the bill of materials. Clearly indicate on sheets covering multiple models and options which models and options are being supplied.
 - C.4.5.1.1.3** Riser diagrams showing interconnections, 110VAC and LAN drop requirements.
 - C.4.5.1.1.4** Detail drawings showing installation and mounting of any devices or

assemblies not included in the Standard Security Details.

C.4.5.5.2 Wiring diagrams:

C.4.5.5.2.1 Point-to-point termination schedules.

C.4.5.5.2.2 Rack loading diagram.

C.4.5.5.3 The contractor shall not order any equipment until shop drawings have been approved. Contractor shall identify any long lead-time items that will require early approval.

C.4.5.5.4 Acceptance of shop drawings shall not relieve the contractor from compliance with these specifications. The check of shop drawings is for review of general conformance with the District's security design concept. Contractor shall remain responsible for meeting all the requirements of the contract documents.

C.4.5.5.5 As-Built Drawings and Documentation:

C.4.5.5.5.1 Each of the following shall be submitted for approval:

C.4.5.5.5.1.1 Operating Manuals for each system provided.

C.4.5.5.5.1.2 Maintenance Manuals for each system provided.

C.4.5.5.5.1.3 Configuration Manual:

i Diagrams showing device matrix and panel matrix schedule.

ii As-built hardware capacities and expansion capabilities.

C.4.5.5.5.4 A full size drawing set to include all drawings listed above for shop drawing submission updated to reflect the as-built condition.

C.4.5.5.5.2 On approval, submit 1 hard copy and one soft copy of all drawings and documentation.

C.4.5.5.6 Projects shall not be considered as complete unless approved documentation has been received by PSPD.

C.4.6 System Conversion

C.4.6.1 General

The existing GE security management system shall be replaced with an NSMS system utilizing open source hardware.

C.4.6.1.1 Conversion of the system shall go forward on a building by building basis as funding becomes available. DRES reserves the right to proceed on a partial building basis when circumstances dictate.

C.4.6.1.2 All existing wiring, power supplies and connected devices shall be retained and reused and shall be warranted along with the new components as defined in §1.08. Products that require additional wiring or changes to existing end-of-line supervisory resistors (1K Ohms in parallel and 1K Ohms in series with the alarm contact) shall not be considered.

C.4.6.1.3 The contractor shall be responsible for providing a LAN drop to every room with M5 panels prior to conversion of those panels. The contractor shall run Cat 6 cable from the nearest available switch as directed by OCTO.

C.4.6.1.4 The contractor shall provide a price to supply NSMS software and convert the M5 panels and door control modules at two locations:

- 1 DMVM
Department of Motor Vehicles
95 M Street, SW
Washington, DC
- 2 REV
The Reeves Center
2000 14th Street, NW
Washington, DC

C.4.6.1.5 The contractor shall provide unit conversion prices to allow DRES to add additional sites as funds/needs dictate.

C.4.6.2 New Security Management System Architecture

C.4.6.2.1 General

The NSMS shall be a modular and networked based system providing physical access control security to a city-wide enterprise. The system shall be capable of controlling and integrating multiple security functions including the configuration, management and monitoring of cardholder access, locking hardware units, events, alarms, visitors, and real-time tracking and reporting. The NSMS shall be alterable at any time depending on the facility requirements and shall allow for easy upgradeability or modification of network processors, controller, interface modules, card data, inputs, outputs, and remote work stations. The NSMS shall include but not be limited to the following features and functions:

C.4.6.2.1.1 An "Enterprise Cluster" class access control software application.

C.4.6.2.1.2 Client/Server model operating central server host software modules and client workstation software applications in a multi-user and a multi-tasking environment.

C.4.6.2.1.3 Thin client web-based access to all aspects and commands in the software.

C.4.6.2.1.4 The NSMS shall permit multiple instances of client software applications to run simultaneously on the network. The base system shall include 5 software application licenses with an unlimited number of licenses available subject to connection fees.

C.4.6.2.1.5 Partitioning: The system shall support security partitioning enabling system administrator to segment the configuration database and group multiple entities within the security partition.

C.4.6.2.1.5.1 Security partitions shall limit what users can view in the configuration database. Administrators, who have all rights and privileges, shall be able to segment a database into multiple security partitions. A user who is given access to a specific partition will only be able to view entities (components) within the partition they have been assigned.

C.4.6.2.1.6 Encryption: The system shall support encrypted communication between the central server software and client software applications (server-to-server and client-to-server) using at a minimum a 128-bit AES encryption algorithm.

C.4.6.2.1.6.1 Communication with the system controllers shall be encrypted.

C.4.6.2.1.6.2 The NSMS client software applications shall be password protected with passwords encrypted in the central server database.

C.4.6.2.1.7 Distributed Processing: The system shall be a fully distributed processing application allowing information, including time, date, zones, valid codes, tasks, access levels, and similar data, to be downloaded from the central host station to controller interface devices thus allowing access-control decisions with or without central host station communication. If communications are lost the controllers shall automatically buffer event transactions until communications are restored and events are automatically uploaded to the central host station.

C.4.6.2.1.8 Single Data Base: The system shall support a single database for access control site setup, credential and identity file creation, alarm and control setup, and system user operation and command functions.

C.4.6.2.1.9 System Access Management: The system shall allow operators through password authentication the ability to make access granted or denied decisions, define access levels, time zones, holidays, assign cardholders, access groups, develop tasks, and generally manage access control, alarm monitoring and response activities system wide

from a single login. Operator and user privileges shall be managed by a system administrator allowing for different levels of system access and system control. Authorization management shall be fully definable by PSPD.

C.4.6.2.1.10 Cardholder Management: The system shall include a cardholder management system integrated within the access control system. This cardholder management functionality shall allow the enrollment of cardholders into the database, and import/export of employee data.

C.4.6.2.1.11 Access Groups and Access Levels: The system shall provide adequate access groups and access level assignment capability to meet PSPD requirements. If required, software application shall be expandable to support unlimited access groups and access levels. Up to 32 access levels shall be assignable.

C.4.6.2.1.12 Alarm Monitoring: The system shall be able to monitor, report, and provide information about the time and location of alarms, along with their priority.

C.4.6.2.1.13 Event Monitoring: The system shall be able to monitor report and archive network access control activity.

C.4.6.2.1.14 Transaction Logs: The system shall support an unlimited number of logs and historical transactions (events and alarms) with the maximum allowed being limited by the amount of hard disk space available.

C.4.6.2.1.15 System Monitoring: The system shall report on the integrity of all network assigned devices, circuits and communications and provide a diagnostics screen showing field level communications system wide.

C.4.6.2.1.16 Lock/Unlock Commands: The system shall allow an operator to manually lock and unlock doors overriding scheduled access control restrictions and configurations if necessary.

C.4.6.2.1.17 Hardware Interface: The system shall integrate with and control specified electrified hardware, signaling and monitoring devices.

C.4.6.2.1.18 Report Generator: The system shall generate and output reports with any and all combinations of system fields and data including but not limited to: by cardholder, by door, by site, by time, by groups of doors and by cardholder field. Any and all combinations of fields shall be available for reporting. The report feature shall allow exporting of generated reports over a network connection or by remote printing.

C.4.6.2.1.19 Multi-User/Web Based Network Capabilities: The system shall support multiple operator workstations via local area network/wide area network (LAN/WAN), the Internet, or VPN. The system shall be capable of supporting a minimum of 5 concurrent users/clients with software expansions to an unlimited number of workstations based on PSPD's network requirements.

C.4.6.2.1.20 Systems Integration: The system shall have the ability to be fully and seamlessly integrated with existing or specified intrusion detection alarm and video surveillance (CCTV) systems.

C.4.6.2.2 Open Architecture:

The access control system infrastructure shall be based on an open architecture design capable of supporting multiple access control hardware manufacturers and integrating with multiple non-proprietary network processors, controllers, interface modules, integrated locking hardware, remote card readers, keypads and display terminals, and other third party applications.

C.4.6.2.3 Open Protocol:

The NSMS manufacturer shall provide non-proprietary, open protocol hardware for the system control processors and associated device sub-controllers.

C.4.6.2.3.1 Systems utilizing a single manufacturer solution that encompasses combined proprietary software and integrated electronic hardware combinations shall not be acceptable.

C.4.6.2.3.2 Integrated electronic locking hardware requiring a processor or sub-controller module upgrade, or extensive access control firmware upgrades to accommodate integrating with an alternate software package, shall not be considered.

C.4.6.2.4 Network Support:

Communication network connecting the central server host software modules, client workstation software applications, and hardware controllers shall be designed to support all of the following:

C.4.6.2.4.1 LAN/Ethernet enterprise ring topology and localized star topology based on TCP/IP.

C.4.6.2.4.2 Direct-connected RS-232 and RS-485 communication cabling.

C.4.6.2.4.3 Dial-up modem connection using a standard dial-up telephone line.

C.4.6.2.3 New Security Management System Hardware

C.4.6.2.3.1 General

Contractor shall provide all necessary access control field hardware devices required to receive alarms and administer all access granted/denied decisions. Field hardware devices shall be designed to meet UL 1076 and UL 294 standards and shall be installed in accordance with applicable electrical codes.

C.4.6.2.3.2 Central Computer Host Server (PSPD Provided)

The central host server shall be interconnected to all system components, including client workstations and field installed controllers, providing operator interface, interaction, display, control, and real-time monitoring.

C.4.6.2.4 System Control Processor

The System Control Processor shall be a 32-bit micro-controller utilized as the enhanced management processor between down line access readers, input monitors and relay output modules, and the host software. Each access port shall have supervised portal monitoring (door status), request to exit monitoring (manual or automated inputs) and electrified lock output control. The SCP shall meet the following, minimum, design and performance specifications.

- C.4.6.2.4.1** Internal memory minimum of 16 Mbytes with a minimum of 6 Mbytes of memory set aside for user configuration.
- C.4.6.2.4.2** Support for up to 32 I/O module addresses.
- C.4.6.2.4.3** Capacity for up to, and in any combination, 64 reader locations including status/ position monitoring, egress request automation and electric lock control, 512 input monitoring points, and 512 relay output points.
- C.4.6.2.4.4** User selection of serial, dial-up and/or Ethernet (TCP/IP) communications to the servers. No external network card or attachment shall be required for the SCP to connect to the host on a conventional Ethernet. Users shall have the ability to connect with the SCP using static IP or DHCP conventions.
- C.4.6.2.4.5** On-board Network Interface Circuit (NIC) supporting 10/100-BaseT automation.
- C.4.6.2.4.6** Support a minimum of 8 active card formats per processor.
- C.4.6.2.4.7** Support anti-passback functions including free pass, exempt flags, last area accessed, last reader accessed and time and date of last access.
- C.4.6.2.4.8** Support area management functions including two man rules, two card rules, multiple occupancy, maximum occupancy, and nested areas. Area management functions shall be defined in minimum of 32 Access Area assignments per SCP. Access Areas shall be treated within the system as a single logical point and any controls applied manually or by automation shall apply to all of the access points assigned within the Access Area.
- C.4.6.2.4.9** Support alarm management functions incorporating inputs and reader events into Alarm Zones allowing the zones to be armed and disarmed creating various user definable events that are supported in SCP tasks and host macro

processing. Support a minimum of 64 fully user configurable Alarm Zones per processor.

- C.4.6.2.4.10** Alarm management shall provide task as well as arm/disarm functionality using a standard keypad/display terminal/card reader with features for user command and key selection. Support down loads to the display of the keypad for date and time, zone status, error messages and special text messaging defined by the user.
- C.4.6.2.4.11** Support up to 256 user definable tasks configured to execute pre-defined process commands in response to manual user commands, input or event changes, time zone activations, automated commands or Macro operations.
- C.4.6.2.4.12** Support up to 256 user definable user commands configured to execute pre-defined process commands in response to manual user commands, input or event changes, time zone activations, automated commands or Macro operations.
- C.4.6.2.4.13** Allow variable stored transaction storage from 1,000 to 100,000 events per SCP.
- C.4.6.2.4.14** Allow variable local card database storage from 5,000 to 250,000 records per SCP.
- C.4.6.2.4.15** Operational programming shall be stored in non-volatile Flash Memory allowing for on-line program upgrades.
- C.4.6.2.4.16** Provide on board memory battery backup to retain all database information during a complete power loss for up to sixty days, per manufacturer's specifications.
- C.4.6.2.4.17** Utilize two-wire RS-485 communications. The minimum data rate is 38,400 KBps at IEEE standards for up to 4000 feet for interconnection to up to 31 access reader, monitor input and relay output modules.
- C.4.6.2.4.18** Support up to two security industry standard readers, data entry/display terminals (keypad with display), and/or integrated reader-in-trim locking units for access or egress authorizations.
- C.4.6.2.4.19** Reader ports shall provide up to 150 mA of unregulated 12 VDC power for each reader. At a minimum card/data input support shall be Wiegand, TTL or RS-485 format.

- C.4.6.2.4.20** Provide 8 on-board fully supervised monitoring points (inputs). Monitoring points shall be configured as follows: two monitoring points dedicated for access portal status (door contact inputs) one per reader port, two monitoring points dedicated for exit request inputs (manual or automated egress) one per reader port, and four monitoring points as auxiliary and fully user defined for monitoring other devices or points within the site.
- C.4.6.2.4.21** Input monitoring point settings shall be user defined as normally open, normally closed or supervised normally open or normally closed.
- C.4.6.2.4.22** Provide (4) on-board output relays for controlling electrified devices or switching inputs. Relays shall be configured as follows: two relays dedicated for electric portal locking device control one per reader port, two relays as auxiliary and shall be fully user defined for controlling or switching other devices or points within the site.
- C.4.6.2.4.23** Output relays shall be Form-C, 5A@30 VDC, resistive relays.
- C.4.6.2.4.24** Output relays shall allow configuration for fail safe or fail secure operation and support ON, OFF, and PULSE, command states.
- C.4.6.2.4.25** Manufacturer/Model: RS2 Technologies Model EP-1502 or equal.

C.4.6.2.5 Access Control Dual Reader Input/Output Module (DRI/OM)

- C.4.6.2.5.1** System Control Processor (SCP) shall provide distributed processing and management for each Dual Reader I/O Module incorporated in the system. The Dual Reader I/O Module shall be installed in the same container as the SCP and shall be used when new readers are added to the NSMS. It shall meet the following, minimum, design and performance specifications:
 - C.4.6.2.5.1.1** Support security industry standard magnetic, Wiegand, and proximity and specified biometrics readers.
 - C.4.6.2.5.1.2** Support integrated reader-in-trim locking units, keypads and keypad readers.
 - C.4.6.2.5.1.3** Support connectivity and interface with system arm/disarm functionality using a

standard keypad/display terminal/card reader with features for user command and key selection. Support down loads from the SCP to the display of the keypad for date and time, zone status, error messages and user defined special text messaging.

- C.4.6.2.5.1.4** Hardware interface and card format settings shall be loaded through software commands from the system software to associated SCP modules to each Dual Reader I/O Module.
- C.4.6.2.5.1.5** Support up to two security industry standard readers, data entry/display terminals (keypad with display), and/or integrated reader-in-trim locking units access or egress authorizations.
- C.4.6.2.5.1.6** Support different reader technologies on the same module, user defined.
- C.4.6.2.5.1.7** Reader ports shall provide up to 150 mA of unregulated 12 VDC power for each reader. At a minimum card/data input shall support Wiegand, TTL or RS-485 format. Single and dual wire LED output shall be provided supporting bicolor display and reader buzzer support.
- C.4.6.2.5.1.8** Provide eight on-board fully supervised monitoring points (inputs). Monitoring points configured as follows: two monitoring points dedicated for access portal status (door contact inputs) one per reader port, two monitoring points dedicated for exit request inputs (manual or automated egress) one per reader port, and four monitoring points as auxiliary and fully user defined for monitoring other devices or points within the site.
- C.4.6.2.5.1.9** Input monitoring point settings shall be user defined as normally open, normally closed or supervised normally open or normally closed. At a minimum input supervision shall be a series parallel 1/4W, 1%, 1K by 1K Ohm resistor circuit.

- C.4.6.2.5.10** Provide six on-board output relays for controlling electrified devices or switching inputs. Relays configured as follows: two relays dedicated for electric portal locking device control one per reader port, four relays as auxiliary and fully user defined for controlling or switching other devices or points within the site.
- C.4.6.2.5.11** Output relays shall be Form-C, 5A@30 VDC, resistive relays.
- C.4.6.2.5.12** Output relays shall allow configuration for fail safe or fail secure operation and support ON, OFF, and PULSE, command states.
- C.4.6.2.5.13** In the event of a communication failure with a System Control Processor (SCP), the Dual Reader I/O Module shall be capable of locally processing access requests based on facility code verification.
- C.4.6.2.5.14** Operational programming shall be stored in non-volatile Flash Memory allowing for on-line program upgrades.
- C.4.6.2.5.15** Utilize two-wire, RS-485 communications with data rates up to 38,400 KBps up to an IEEE standard of 4000 feet.
- C.4.6.2.5.16** Up to 32 Dual Reader I/O Modules shall connect with any SCP within the system.
- C.4.6.2.5.17** Manufacturer/Model: RS2 Technologies, Model MR-52 or equal.

C.4.6.2.6 Access Control Single Reader Input/Output Module (SRI/OM)

System Control Processor (SCP) shall provide distributed processing and management for each Single Reader I/O Module incorporated in the system. This module shall replace the WIU or reader interface board on doors being converted from the GE system. The Single Reader I/O Module shall meet the following, minimum, design and performance specifications:

- C.4.6.2.6.1** Support security industry standard magnetic, Wiegand, and proximity and specified biometrics readers.

- C.4.6.2.6.2** Support integrated reader-in-trim locking units, keypads and keypad readers.
- C.4.6.2.6.3** Support connectivity and interface with system arm/disarm functionality using a standard keypad/display terminal/card reader with features for user command and key selection. Support down loads from the SCP to the display of the keypad for date and time, zone status, error messages and user defined special text messaging.
- C.4.6.2.6.4** Hardware interface and card format settings shall be loaded through software commands to associated SCP modules to each Single Reader I/O Module.
- C.4.6.2.6.5** Provide two on-board fully supervised monitoring points (inputs). Monitoring points configured as follows: one monitoring point dedicated for access portal status (contact inputs) one per reader port, one monitoring point dedicated for exit request inputs (manual or automated egress).
- C.4.6.2.6.6** Input monitoring point settings shall be user defined as normally open, normally closed or supervised normally open or normally closed. At a minimum input supervision shall be a series parallel 1/4W, 1%, 1K by 1K Ohm resistor circuit.
- C.4.6.2.6.7** Provide two on-board output relays for controlling electrified devices or switching inputs. Relays configured as follows: one relay dedicated for electric portal locking device, and one relay as auxiliary and fully user defined for controlling or switching other devices or points within the site.
- C.4.6.2.6.8** Output relays shall allow configuration for fail safe or fail secure operation and support ON, OFF, and PULSE, command states.
- C.4.6.2.6.9** In the event of a communication failure with a System Control Processor (SCP), the Single Reader I/O Module shall be capable of locally processing access requests based on facility code verification.
- C.4.6.2.6.10** Operational programming shall be stored in non-volatile Flash Memory allowing for on-line program upgrades.
- C.4.6.2.6.11** Utilize two-wire, RS-485 communications with data rates up to 38,400 KBps up to an IEEE standard of 4000 feet.

C.4.6.2.6.12 Up to 32 Single Reader I/O Modules shall connect with any SCP within the system.

C.4.6.2.6.13 Manufacturer/Model: RS2 Technologies Model MR-50 or equal.

C.4.6.2.7 Access Control Eight Channel Multiplexer

The Eight Channel Multiplexer (ECM) shall provide additional IEEE RS-485 communications channels for use between the system control processors (SCP) and the associated access, input and output control modules. One ECM shall be installed in each M5 panel along with an SCP to communicate with the Single Reader Input/Output Module at each door converted from the GE system. ECM shall meet the following, minimum, design and performance specifications:

C.4.6.2.7.1 Eight two-wire RS-485 communication channels from a single RS-232 or RS-485 data input channel.

C.4.6.2.7.2 Automatic fault port partitioning to protect the integrity of the communication bus.

C.4.6.2.7.3 Both star and home-run configurations with operating distances, on each channel, of up to the IEEE standard of 4000 feet.

C.4.6.2.7.4 Manufacturer/Model: RS2 Technologies, Model MUX-8 or equal.

C.4.6.2.8 Access Control Sixteen Channel Input Module

Sixteen Channel Input Module shall interface 16 auxiliary general purpose fully supervised input monitor points and two control relays for security monitoring and device control through system control processor (SCP) and specified software. The Sixteen Channel Input Module shall meet the following, minimum, design and performance specifications.

C.4.6.2.8.1 Input point settings shall be user defined as normally open, normally closed or supervised normally open or normally closed. At a minimum input supervision shall be a series parallel 1/4W, 1%, 1K by 1K Ohm resistor circuit.

C.4.6.2.8.2 Provide two on board output relays for controlling electrified devices or switching inputs. These relays shall be auxiliary and fully user defined for controlling or switching other devices or points within the site.

C.4.6.2.8.3 Output relays shall be Form-C, 5A@30 VDC, resistive relays.

- C.4.6.2.8.4** Output relays shall allow configuration for fail safe or fail secure operation and support ON, OFF, and PULSE, command states.
- C.4.6.2.8.4** Operational programming shall be stored in non-volatile Flash Memory allowing for on-line program upgrades.
- C.4.6.2.8.5** Utilize IEEE standard two-wire RS-485 communications with data rates up to 38,400KBps up to an IEEE standard of 4000 feet.
- C.4.6.2.8.6** Manufacturer/Model: RS2 Technologies, Model MR-16IN or equal.

C.4.6.2.9 Access Control Sixteen Channel Relay Module

The Sixteen Channel Relay Module shall interface 16 auxiliary general purpose control relays for device control through system control processor (SCP) and system software. The Sixteen Channel Relay Module shall meet the following, minimum, design and performance specifications.

- C.4.6.2.9.1** Provide 16 on board output relays for controlling electrified devices or switching inputs. These relays shall be auxiliary and fully user defined for controlling or switching other devices or points within the site.
- C.4.6.2.9.2** Output relays shall be Form-C, 5A@30 VDC, resistive relays.
- C.4.6.2.9.3** Output relays shall allow configuration for fail safe or fail secure operation and support ON, OFF, and PULSE, command states.
- C.4.6.2.9.4** Operational programming stored in non-volatile Flash Memory allowing for on-line program upgrades.
- C.4.6.2.9.5** Utilize IEEE standard two-wire RS-485 communications with data rates up to 38,400KBps up to an IEEE standard of 4000 feet.
- C.4.6.2.9.6** Manufacturer/Model: RS2 Technologies, Model MR-16OUT or equal.

C.4.6.3 New Security Management System Software

- C.4.6.3.1** The system application software shall provide the interface for network processors and controllers, entry-control devices, monitor input points, and

relay controlled outputs allowing access control configuration and transactions, monitoring of sensors, operation of displays, alarm reporting, report generation, and system operational training. Software shall include the following features:

- C.4.6.3.1.1** Utilize automatic failover redundancy without operator intervention to ensure continued functionality in the event of a loss of server or key server component.
- C.4.6.3.1.2** Allow PSPD to upgrade to larger software packages and receive full credit for the old.
- C.4.6.3.1.3** Utilize “wizard” style interactive guidance to allow the system administrator or operators to perform standard configuration tasks in a step-by-step training process.
- C.4.6.3.1.4** Support, by default, 20 user-defined data fields in addition to those required by the system for basic cardholder management. An unlimited number of additional, user-defined data fields may be added for cardholder management.
- C.4.6.3.1.5** Support unlimited system users. Each system user may have defined specific privileges to perform software application functions. This function shall be supported and integrated with the operating system’s active directory features or by utilizing the software’s internal operator login features.
- C.4.6.3.1.6** Support cut and paste functionality in the credential, access level, and hardware data input screens in order to speed operator entry of new configuration data.
- C.4.6.3.1.7** Support unlimited user-defined macros to allow central server host generated system activities and

events to trigger pre-configured actions system wide.

- C.4.6.3.1.8** Central server host generated Macros shall incorporate processor level Tasks and Tasks shall incorporate Macros to provide a fluid interactive processing of system and field level commands.
- C.4.6.3.1.9** Support a Macro base scheduler allowing PSPD to schedule system wide actions based on separately scheduled periods rather than on pre-determined time zones.
- C.4.6.3.1.10** Support the monitoring of an unlimited number of input points at selected areas; provide alarm or event monitoring of these points, and report changes in status for these input points to the operator through a real-time display.
- C.4.6.3.1.11** Support alarm and event filtering to allow user-defined exceptions to normal alarm and event displays to system operators.
- C.4.6.3.1.12** Support the implementation of multiple monitors at a single workstation allowing un-dockable windows to be displayed on separate video display screens.
- C.4.6.3.1.13** Support three un-dockable modules Event Display, Alarm Display and Maps Display.
- C.4.6.3.1.14** Scale un-docked modules allowing a single module to fill a display monitor screen or size each module to allow multiple un-docked modules to be displayed on a single display or additional display monitors.
- C.4.6.3.1.15** Provide workstation operator with an integrated graphical time zone

display to visually illustrate when a selected time zone is active.

- C.4.6.3.1.16** Provide multiple, pre-configured database and transaction history report formats. Reports to utilize reusable report selection criteria.
- C.4.6.3.1.17** Allow users to assign holiday groups within time zone definitions, and time zones to specific access levels, providing control for site wide card holder authorizations and access, input and output points.
- C.4.6.3.1.18** Support a variety of communications media and protocols. The minimum communication methods are RS-232, RS-485, Dialup (industry standard dial modem) and network standard TCP/IP.
- C.4.6.3.1.18** Allow system operators to monitor operator selected doors in order to perform cardholder verification. With each card transaction, the stored image associated with that card shall be immediately displayed on the operator workstation.
- C.4.6.3.1.19** Record all events, alarms, control activations and restorals in a system archive file and retain all of the current events until an archive is performed.
- C.4.6.3.1.20** Allow search and display operations on all data fields providing the user friendly report management and display capability without requiring the use of third party report writer software.
- C.4.6.3.1.21** Provide and support an automatic backup utility. This utility shall allow for automatic, scheduled backups of both database and archive files.

- C.4.6.3.1.22** Report changes in status for all I/O points in real-time on any operator display terminal for view and response. The real-time operator display shall allow the operator to select a video view of pre-assigned locations.
- C.4.6.3.1.22** Provide a utility to create and assign card groups. Card groups shall allow PSPD to pre-assign automation (Macro or Task) to a card group and apply the automation to a card holder's activity at all or specific readers and/or keypads. Card groups shall be assignable to a specific cardholder or group to perform commands. Card groups shall be area or system wide and used for such functions as manually set lockdowns, area opens and closes, or first access, etc.
- C.4.6.3.1.23** Support the control of elevator floor selection through associated field hardware. The elevator processing software shall support user defined valid card floor button detection or simple valid card floor button select to manage elevator access control.
- C.4.6.3.1.24** Allow an operator to manage output control relays at selected areas, to control external devices and interface with other systems manually, or through define control point automation by time, event, field processing Tasks, and/or within central server host Macros.
- C.4.6.3.1.25** Support a hierarchical device tree with active status icons. The device tree shall show the pre-programmed forms per device and a complete listing of all control processors, sub-controller modules and the individual devices, readers, inputs, outputs and optional third party products installed and active in the system.

- C.4.6.3.1.26** Support graphical maps displayed on selected system workstations to indicate the location of alarms and system field devices on site specific maps. The graphics window shall be un-dockable.
- C.4.6.3.1.27** Allow PSPD to assign graphics or icons to specific points and field devices to allow interactive controls from a map display by authorized system operators.
- C.4.6.3.1.28** Support multi-state map icons to indicate alarm or pending alarm states to the workstation operator.
- C.4.6.3.1.29** Provide interactive controls specific to each icon using Microsoft key functionality for select, display and command. Operators shall have the ability to view the status of a point (icon) displayed on a user defined map by placing the system cursor over the icon (alarm). This display shall detail all points associated with the status of the specific icon type; such as an access reader showing the door contact, the egress point and the lock control.
- C.4.6.3.1.30** Allow PSPD to change the icons associated with devices and/or events displayed on graphical maps.
- C.4.6.3.1.31** Support event filtering to allow user-defined exceptions to be displayed to pre-defined system operators by event type or event location.
- C.4.6.3.1.32** Provide operator's ability to select an icon displayed on a graphic map using the left key of their display control and view a drop down of command and control options using the right key of their display control. Selecting a command or control from this drop down shall automatically

activate that function within the system.

C.4.6.3.1.33 Allow operators to acknowledge and clear user assigned alarms from the graphical map screen. Graphic map acknowledge and clear activity shall be logged by the system in the same manner as acknowledge and clear processing from the system alarm screen.

C.4.6.3.1.34 Support routing of individual alarm events to specific workstations. Alarm routing instructions shall be associated with time zones to allow automatic and pre-defined changes in alarm destinations based on time of day.

C.4.6.3.1.35 Support precision access to allow each cardholder to be provided access privileges to specific doors in addition to any doors included in their assigned access levels.

C.4.6.3.1.36 Provide a selection within each of the device configuration modules to allow the user to define default map display assignment and integration assignments for video and/or audio interactivity.

C.4.6.3.1.37 Provide PSPD with an integrated graphical time zone display to visually illustrate when a selected time zone is active.

C.4.6.3.1.38 Active time zone intervals displayed using green bars and inactive time zone periods displayed using red bars. Time shall be displayed in hours represented by columns and days shall be represented in rows.

C.4.6.3.1.39 Receive device status changes and display such changes in 1 to 3 seconds of the change.

C.4.6.3.1.40 Software shall provide a utility within each of the device configuration modules allowing PSPD to define the following conditions for each device and its associated events and status changes:

C.4.6.3.1.40.1 Event type pre defined by device:

C.4.6.3.1.40.2 Annunciation Type Assignment:

User defined as:

Disregard Do nothing

Log Only Log the event, do nothing

Log and Display Log the event display to the operator, operator view and command capability

Alarm Log the event display to the operator in the alarm window and implement alarm management for the event

C.4.6.3.1.40.3 Priority Assignment: User defined as: 1 to 99, 1 as the highest

C.4.6.3.1.40.4 Macro Selection: User defined to link event to a Macro

C.4.6.3.1.40.5 Alarm Message Entry: User defined operator instructions

C.4.6.3.1.40.6 Sound File Assignment: User defined sound per event type

C.4.6.3.1.40.7 Require Comments Select: User selects mandatory or automated or manual comments during clear processing of the event

C.4.6.3.1.40.8 Message Entry: User defined event clarification / description

C.4.6.3.1.41 Provide multiple, pre-configured database and transaction history report formats. These reports shall utilize a reusable report selection criterion. A report wizard shall allow PSPD to redefine a report, store and rename the reports for specific users or required management system information responses.

C.4.6.3.1.42 Manage high level system services on the central host server allowing the server client to be shut down or minimized without effecting normal system operation of any of the field devices.

C.4.6.3.1.43 Maintain a system level status display screen showing the operating status of all accumulated events and general system activity for the system operator's review.

C.4.6.3.1.44 Communication between the central server host and the control processors shall be a high level interrogation-response protocol allowing the host to identify the status of all control processors, all sub-controller modules, and the associated field devices managed and controlled by these modules. Systems that do not support a real-time interrogation-response protocol shall be considered non-complaint and unacceptable.

C.4.6.3.1.45 Support dial-up protocol between the central server host and a control processor. The interconnection shall use industry standard modems allowing the field control processor to report at specific intervals at anytime when the central server host connects to the control processor, or the control processor is reporting an event or alarm.

C.4.6.3.1.46 Software configurations downloaded to the control processor shall be locally stored in a distributed processing manner allowing the processor to determine access request validly and grant or deny access to a cardholder at a sub-controller in less than 1 second without central server host intervention.

C.4.6.3.2 The basic access control software shall be capable of the following functions.

C.4.6.3.2.1 Support, and operate on, an unlimited number of computer workstations.

C.4.6.3.2.2 Support unlimited system users. Each system user shall have specific privileges assigned by the system administrator allowing them to perform pre-defined application functions. User access privileges shall be supported and integrated with the operating system's active directory features or utilize the software's internal operator login features.

C.4.6.3.2.3 Support an unlimited cardholder capacity with support for multiple credential assignments per cardholder.

C.4.6.3.2.4 Support, at a minimum, up to 32,767 access levels definitions and allow up to 32 access codes to be assigned to any single cardholder.

C.4.6.3.2.5 Support up to 255 time zone definitions, with up to 12 intervals per zone for each site. Time zones capable of being associated with access levels and/or all system command functions including holidays.

C.4.6.3.2.6 Support up to 255 holiday definitions of variable duration per site. Holidays shall allow up to eight assignable holiday groups associated with any specific holiday. Holidays shall allow the user to specify a name for the holiday, a user assigned start date and a number of days assignment for each holiday.

C.4.6.3.2.7 Interface with, and support, up to 255 system control processors (SCP) based on single server licensing levels as 1, 8, 25 or 255.

C.4.6.3.2.8 Support the configuration of up to eight specific card formats per SCP system wide.

C.4.6.3.2.9 Allow the user to define card formats without support from the system manufacturer. This feature shall allow PSPD to define start and stop bit details locally without external programming.

C.4.6.3.2.10 Interface with, and support, up to 16,320 readers as indicated on the drawings.

C.4.6.3.2.11 Interface with, and support, a combination of up to 130,560 input points and output relays.

C.4.6.3.2.12 Interface with, and support, up to 64 elevator floors through the configuration of up to 255 elevator floor codes.

C.4.6.3.2.13 Enable PSPD to pre-populate the access control database from existing user data that is maintained in software programs supporting any popular data output format. The manufacturer shall provide their system schema to the contractor to allow automation of third party data exchange requirements.

C.4.6.3.2.14 Support a Pelco video switcher module. Module is fully integrated into the system

allowing the user to define ASCII commands based on the third party command functionality.

C.4.6.3.2.15 Support multiple third party DVR integration modules. When PSPD establishes which units it will use, these modules shall be fully integrated into the system allowing the user to define views and camera selections.

C.4.6.3.2.16 Enhanced report designer shall allow the PSPD to support the development of specific user reports.

C.4.6.3.2.17 Support an optional thin client capability. Terminal services to be supported allowing the user to connect to the Software from network stations without software on each station. Client licensing to be concurrent allowing any number of stations to be available to connect to the server and only allowing the concurrent number of license to connect to the server at one time.

C.4.6.3.3 Manufacturer/Model: RS2 Technologies, Model Access It! Universal Enterprise Cluster software or equal.

C.4.6.3.3.1 Contractor shall document that the software being offered in its bid:

C.4.6.3.3.2.1 Has been installed elsewhere in a virtual server environment

C.4.6.3.3.2.2 Fully utilizes Microsoft's Clustering technology and is using such technology elsewhere.

C.4.6.3.3.2.3 Is currently installed in a system that utilizes twice as many SCPs, readers and alarm inputs.

C.4.6.3.3.2.4 Has been installed and successfully operating the proposed hardware and for at least two years.

C.4.7 WARRANTY AND EMERGENCY & REMEDIAL SERVICE

C.4.7.1 Critical System Components Shall Be:

C.4.7.1.1 Components installed in the John Wilson Building except the security systems' front end equipment.

C.4.7.1.2 Components controlling or monitoring exterior perimeter doorways.

C.4.7.1.3 Components controlling vehicle access or egress.

C.4.7.1.4 M5 panels and power supplies and their NSMS equivalents.

C.4.7.1.5 VCRs, DVRs and NVRs.

C.4.7.2 Service Response Times

C.4.7.2.1 Critical System Components:

C.4.7.2.1.1 Responses to critical system component call outs shall be provided on a 24/7 basis.

C.4.7.2.1.2 Within one hour of notification from PSPD, a qualified technician shall respond by telephone to ascertain the nature of the problem and if applicable attempt to remediate it remotely.

C.4.7.2.1.3 Within four hours of notification from PSPD, a qualified technician shall arrive on site if the issue was not resolved remotely.

C.4.7.2.2 Other System Components: Service and maintenance of servers and workstations for the GE system is part of this contract whereas the same for the NSMS servers and workstations is not.

C.4.7.2.2.1 Responses to call outs for all devices not defined as critical system components shall be provided in NBH. It shall be the contractor's responsibility to ensure its staff knows which components are critical and which are not. PSPD shall not pay invoices for after hours work on Other System Components.

C.4.7.2.2.2 Within one hour of notification from PSPD, a qualified technician shall respond by telephone to ascertain the nature of the problem and if applicable attempt to remediate it remotely.

C.4.7.2.2.3 Within four hours of notification from PSPD, a qualified technician shall arrive on site if the issue was not resolved remotely.

C.4.7.2.3 For the purposes of measuring elapsed time in §2.03.B.2 the clock shall stop at 5:00 PM the day of notification from PSPD if notification occurred in NBH and resume at 8:30 AM the next business day. If the notification is not made in NBH, the clock shall begin at 8:30 AM the next business day.

C.4.7.2.4 PSPD shall provide the vendor with VPN connectivity to the Facility Commander server for the Wilson system and to the NSMS to aid in remote diagnostics and assistance. Contractor shall sign a VPN User Agreement with OCTO which shall be for up to three tokens that are tied to the individual.

C.4.7.2.5 No allowance shall be given for the time expended in failed attempts to remotely resolve issues.

C.4.7.3 Resolution Times

C.4.7.3.1 Warranty, emergency and remedial service calls shall be completely resolved within the following time frames that begin with the notification time by PSPD:

C.4.7.3.1.1 Twenty-four hours for Critical System Components.

C.4.7.3.1.2 At the end of the second business day after the notification day for all other system components.

C.4.7.4 Spare Parts Inventory

C.4.7.4.1 A Suggested Spare Parts List is attached in the Appendix.

C.4.7.4.2 The contractor shall use the Suggested Spare Parts List as a minimum guide and shall include in its proposal and pricing an inventory of spare parts necessary to ensure the time frames in §C.4.7.3 are not exceeded.

C.4.7.4.3 DRES shall make space available at certain facilities for the contractor to store spare parts.

C.4.7.4.4 The spare parts inventory shall be reviewed on an annual basis and adjusted as necessary to maintain timely responses.

C.4.7.4.5 The contractor shall maintain the spare parts inventory and turn it over complete to PSPD at the end of the contract at no additional expense to PSPD.

C.4.7.5 Penalties

C.4.7.5.1 In addition to its right to terminate the contract due to non performance, PSPD reserves the right to impose a penalty when the contractor's on-site response and/or resolution times exceed the times specified.

C.4.7.5.2 Penalties shall be assessed as follows:

C.4.7.5.2.1 \$100.00 per hour or part thereof that arrival on site exceeds the times specified in §C.4.7.2.

C.4.7.5.2.2 \$500.00 per day or part thereof that a service problem remains unresolved beyond the times specified in §C.4.7.3.

C.4.7.5.3 Penalties shall be itemized, submitted in writing to the vendor; and collected via deductions from payments for vendor invoices.

C.4.8 Software Installation

- C.4.8.1** The contractor shall deliver the NSMS Cluster software with software keys to OCTO for installation on OCTO’s virtual servers. Sentinel keys (dongles) shall not be accepted.
- C.4.8.2** The software shall be sized to the current size of the GE system (M5 panels, card reader & alarm inputs) and shall be submitted in two copies, each of which shall include one client license.
- C.4.8.3** Each copy of the above software shall include four additional concurrent client licenses.
- C.4.8.4** The contractor shall coordinate the installation of the software with OCTO, PSPD and the manufacturer. The contractor shall ensure NSMS manufacturer technical staff is on hand when the software is loaded onto the servers. The cost to PSPD of manufacturer technical staff for this purpose shall be limited to unburdened travel expenses.
- C.4.8.5** The contractor shall establish two partitions in the NSMS software: One partition shall be for PSPD which shall be put immediately in use and one partition shall be for MPD.
- C.4.8.6** The contractor shall develop, deliver and activate an interface to the District’s PeopleSoft data base for the purpose of downloading personnel data, and changes to the PSPD partition on an automatic basis and as determined by PSPD.
- C.4.8.7** The contractor shall cross reference the resultant NSMS cardholder database with the GE cardholder database and eliminate all cardholders that are only in the GE database.
- C.4.8.8** For each cardholder in the NSMS database, the contractor shall obtain the following information from the GE cardholder database and load it into the NSMS cardholder database:
 - C.4.8.8.1** Badge ID Number (BID)
 - C.4.8.8.2** Badge Expiration Date
- C.4.8.9** The contractor shall develop, deliver and activate an interface to MPD’s PeopleSoft data base for the purpose of downloading personnel, personnel data, and changes to the MPD partition on an automatic basis and as determined by MPD.
- C.4.8.10** The contractor shall demonstrate the successful operation of the People Soft interfaces, the Web Client interface and the Report Designer prior to converting and activating any field devices.

C.4.9 New System Workstations

The contractor shall install NSMS client software on five PC's PSPD have identified for this purpose. Three are at the Wilson Building and two are at PSPD headquarters.

C.4.10 Conversion of Field Panels and Devices

- C.4.10.1** The conversion of each M5 panel and of each WIU shall conform to the Standard Security Details.
- C.4.10.2** M5 panels that are daisy chained from a network connected panel shall be converted before the networked panel is converted.
- C.4.10.3** The contractor shall schedule all M5 panel conversions with PSPD and shall convert individual doors and devices on each M5 in a sequence established by PSPD to ensure higher priority devices are the first to be operational after the conversion.
- C.4.10.4** The contractor shall coordinate all M5 Panel conversions with the System Administrator to ensure all devices are properly defined in the NSMS software in a timely manner. All device descriptors shall conform to the styles and abbreviations listed in the Standard Security Details.
- C.4.10.5** The contractor shall utilize a minimum of two teams to convert each M5 panel and all its attached devices to the NSMS system. One team shall work within the M5 enclosure to replace the GE boards with the SCP boards. Simultaneously, the other team(s) shall progress in the established sequence to each reader controlled door or device and replace the GE board in the WIU enclosure with the SRI/OM.
- C.4.10.6** At the M5 Panel the contractor shall:
 - C.4.10.6.1** Label all cables using a system approved by PSPD. All labels shall be installed within 6" of their termination points and shall not be buried within bundled cables. It shall be possible to read each label without disconnecting any cables or separating any cable bundles.
 - C.4.10.6.2** Disconnect all cabling from the circuit boards in the M5 panel taking care not to damage the cables or the circuit boards.
 - C.4.10.6.3** Remove the M5 circuit boards and install the backplane and NSMS boards according to the manufacturer's instructions. Removed boards shall be properly protected against static discharge and shall be individually packaged and labeled for possible future use as described in §3.02D.
 - C.4.10.6.4** Connect all power supply, input, and output cabling to the new boards, including the enclosure's tamper input and power monitor input regardless of whether or not these latter items had been previously installed.

C.4.10.6.5 Confirm proper operation of the new circuit boards and communications to the host computer before connecting RS485 cables and power cables to the SRI/OM.

C.4.10.7 At the WIU enclosure the contractor shall:

C.4.10.7.1 Label all cables as defined in §C.4.10.6.1.

C.4.10.7.2 Disconnect all communication, power, reader, input and output cabling from the circuit board taking care not to damage the cables or the circuit board.

C.4.10.7.3 Remove the circuit board and install the backplane and SRI/OM according to the manufacturer's instructions. The removed board shall be properly protected against static discharge and shall be individually packaged and labeled for possible future use as described in §C.4.5.2.

C.4.10.7.4 Connect all power supply, card reader, input, and output cabling to the new board.

C.4.10.8 After completing §C.4.10.7.4 the contractor shall connect reader communication and power cables within the SCP. Each reader shall be fully tested and confirmed operational before the next reader shall be connected. The contractor shall proceed in the predetermined sequence established by PSPD.

C.4.10.9 The contractor shall place in each SCP container:

C.4.10.9.1 A service log to be completed as future service work at that location occurs

C.4.10.9.2 A panel loading sheet showing which inputs, outputs and communication ports are occupied and a description of what they are connected to.

C.4.10.9.3 The contractor shall send an electronic copy of the panel loading sheet to PSPD.

SECTION D: PACKAGING AND MARKING

- D.1** Equipment and components arrive on site properly protected and undamaged with containers, packaging and labels intact.
- D.2** Materials and equipment are stored, handled and protected in accordance with the manufacturers' recommendations.
- D.3** Additional protection is provided during handling as necessary to prevent breaking, scraping, marring and otherwise damaging products or surrounding areas.
- D.4** All equipment and components that are to be installed are protected from theft, vandalism and exposure to rain, freezing temperatures and direct sunlight.
- D.5** Installed equipment and components are protected from damage and use by unauthorized persons.

SECTION E: INSPECTION AND ACCEPTANCE

E.1 The inspection and acceptance requirements for this 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 Inspection and acceptance shall be performed at each facility by the COTR, or his/her designee.

E.3 Warranty

E.3.1 The vendor shall warrant all work for a period of one year from the date of acceptance to be free of defects in design, workmanship and material.

E.3.2 The vendor shall provide all labor and materials necessary to correct any deficiencies noted in the warranty period.

E.3.3 Any corrective action provided in §E.3.2 shall comply with §C.4.7.

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

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

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of four (4) one-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 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 this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

F.2.3 The price for the option period(s) shall be as specified in the Section B of the contract.

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

F.3 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the District’s requirements and submit each deliverable to the Contract Administrator (CA) identified in section G.9 in accordance with the following:

Section	Deliverable	Quantity	Format/Method of Delivery	Due Date	To Whom
C.4.4.1.2	List of back-up staff	1 1	Hard copy soft copy	30 days after contract award	COTR
C.4.4.2.1.4	Preliminary Preventative Maintenance Schedule	1 1	Hard copy soft copy	30 days after contract award	COTR

F.3.3 The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 which is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, the District shall not make final payment to the Contractor pursuant to section G.3.2.

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

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

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

G.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 with concurrent copies to the Contract Administrator (CA) specified in Section G.9 below. The address of the CFO is:

DRES

Address: Office of Finance and Resource Management (OFRM)
441 4th Street, NW Suite 890-N
Washington, DC 20001
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 (date invoices as of 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.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

- G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.
- G.3.2** The District shall not make final payment to the Contractor until the agency CFO has received the Contracting Officer’s final determination or approval of waiver of the Contractor’s compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 This selection is intentionally left blank:

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

- G.5.1** In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.
- G.5.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- G.5.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

G.5.4 Contract Adjustments for Additions and Deletions

Equipment coming off warranty shall be added to this contract at the established unit prices listed as Preventive and Remedial Service in the price matrix submitted with the contractor’s proposal, prorated by quarter remaining. Similarly, equipment removed from service shall be deducted from this contract.

- G.5.4.1** For equipment coming off warranty, PSPD shall schedule a walk through of the installation with the contractor and the installing contractor one month prior to the expiration of the warranty. PSPD shall be responsible for ensuring the installing contractor corrects any deficiencies noted before the equipment shall be added to the service contract. PSPD shall have the final word in determining which deficiencies merit correction.
- G.5.4.2** Price adjustments to the service contract shall be implemented on the first day of each quarter. One month prior to the end of each quarter, the contractor shall submit for PSPD approval, a list of all items added and deleted in the previous three months and their individual and cumulative effects on the service contract price.

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

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G.6.2 Payments to Subcontractors

G.6.2.1 The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this 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 must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 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

penalties shall accrue on the added amount.

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G.6.2.4

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.

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G.6.3 Subcontract requirements

G.6.3.1 The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

G.7 CONTRACTING OFFICER (CO)

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

Wilbur Giles
DRES
2000 14th Street, N.W., 5th Floor
Washington, DC 20009
(202) 671-1302
wilbur.giles@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.

G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.

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

G.9 CONTRACT ADMINISTRATOR (CA)

G.9.1 The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

G.9.1.1 Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

G.9.1.2 Coordinating site entry for Contractor personnel, if applicable;

G.9.1.3 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure;

G.9.1.4 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

G.9.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

G.9.2 The address and telephone number of the CA is:

Louis P Cannon
Chief of Police
Protective Services Police Department
Department of Real Estate Services
2000 14th St. NW 4th Floor
Washington, DC 20001
202-698-8101Office

G.9.3 The CA shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

G.9.4 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2005-2103, Revision No. 10, dated 06/15/2010, 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.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

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

H.4 FREEDOM OF INFORMATION ACT

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 CA 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 CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within

the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.5 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.4) 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 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”) to verify 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 CO the Contractor’s compliance with section H.5.4 of this clause; or
- (2) Submit a request to the CO 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 CO may waive the provisions of section H.5.4 if the CO 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 CO shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the CA.

H.5.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 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 this contract any decision of the CO 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 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 *et seq.*

H.7 PROTECTION OF PROPERTY:

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

H.8 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

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

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 published on the OCP website at www.ocp.dc.gov.

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 DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.

H.9.5 The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice 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 imminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;

- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence 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 SUBCONTRACTING REQUIREMENTS

H.10.1 Mandatory Subcontracting Requirements

H.10.1.1 For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.

H.10.1.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

H.10.1.3 A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.10.1.1 and H.10.1.2.

H.10.2 Subcontracting Plan

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.10.1. The prime contractor responding to this solicitation which is required to subcontract 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 is required to subcontract, but fails to submit a subcontracting plan with its bid. Once the plan

is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

- H.10.2.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.10.2.2** 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;
- H.10.2.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- H.10.2.4** 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;
- H.10.2.5** 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;
- H.10.2.6** 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;
- H.10.2.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- H.10.2.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
- H.10.2.9** 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.

H.10.3 Subcontracting Plan Compliance Reporting

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

- H.10.3.1** The dollar amount of the contract or procurement;
- H.10.3.2** A brief description of the goods procured or the services contracted for;

- H.10.3.3 The name of the business enterprise from which the goods were procured or services contracted;
- H.10.3.4 Whether the subcontractors to the contract are currently certified business enterprises;
- H.10.3.5 The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- H.10.3.6 A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and
- H.10.3.7 A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

H.10.4 Enforcement and Penalties for Breach of Subcontracting Plan

H.10.4.1 If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

H.10.4.2 There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

H.10.4.3 A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

H.11 DISTRICT RESPONSIBILITIES

- H.11.1 The District will provide the contractor storage space and closets for supplies, materials and equipment required to perform the services required under this contract.
- H.11.2 The District will provide the Contractor with access to exterior trash dumpsters and/or compactors as well as designated recycling hauling containers available for use in the facilities. The District requires the Contractor to insure and defend the District Government against any claim arising out of the use of these dumpsters and compactors by the Contractor's employees as well as subcontractors and their employees who will fulfill the requirements of this contract. Corrugated cardboard should never be placed in the trash dumpsters and/or compactors for disposal. All cardboard is to be recycled.
- H.11.3 Electrical power will be furnished through existing outlets at job sites as necessary for the Contractor's effective performance of the contract work. The contractor shall protect from damage all utility outlets it uses and shall immediately report to the District any damage to these utility outlets, and use all reasonable care to conserve the utilities provided.

H.11.4 Hot and cold water will also be provided from existing faucets at job sites. No new supply locations or special temperature sources of hot or cold water will be provided.

H.12 AUDITS AND RECORDS

H.12.1 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.13 SPECIAL STANDARD OF RESPONSIBILITY

H.13.1 System

Bidders must present an NSMS candidate that the NSMS manufacturer has completed a minimum of two (2) enterprise security management system conversions from GE Picture Perfect to the NSMS. The bidder must describe:

H.13.1.1 Hardware components replaced.

H.13.1.2 Additional wiring needed for field devices, if applicable

H.13.2 Bidders shall describe in detail all current projects satisfying **H.13.1**. In addition, the District will not find responsible any Bidder that does not provide sufficient information with its bid to adequately determine its compliance with the stated Special Standard of Responsibility. At a minimum, bidders shall provide the following:

H.13.2.1 Name, location and description of the project(s);

H.13.2.2 Bidder’s role on the project;

H.13.2.3 Name, title and phone number of client contact person;

H.13.2.4 Total contract amount; and

H.13.2.5 Time period of the construction.

H.13.3 Corrective Maintenance

H.13.3.1 Bidders should demonstrate their experience in providing both preventive and corrective maintenance services for five clients, at least two (2) of which must be client systems of similar size to the current District ESS. Projects submitted must include service agreements that required same-day service for select system components.

H.13.3.2 Bidders shall describe in detail all current projects satisfying **H.13.3.1**. In addition, the District will not find responsible any Bidder that does not provide sufficient information with its bid to adequately determine its compliance with the stated Special Standard of Responsibility. At a minimum, bidders shall provide the following:

H.13.3.2.1 Name, location and description of the project(s);

H.13.3.2.2 Bidder’s role on the project;

H.13.3.2.3 Name, title and phone number of client contact person;

H.13.3.2.4 System size (# of workstations, control panels, card access doors, and CCTV cameras)

H.13.3.2.5 Time period of the maintenance agreement.

H.13.5 The bidder shall highlight the experience of the staff members that will be devoted to this project by supplying for each team member:

H.13.4.1 Name

H.13.4.2 Role

H.13.4.3 Qualifications, including industry and manufacturer certifications

H.13.4.4 Relevant project experience.

H.13.4.5 Members that must be included: System Administrator, Project Manager (maintenance), Project Manager (ESS – NSMS transition), and Lead Technician.

H.13.5 Failure to meet any of the above requirements will result in a determination of nonresponsive and the bid will be rejected.

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. 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

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

I.4 TIME

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

I.5 RIGHTS IN DATA

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

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

I.5.3 The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpret-

ers, 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 CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE

A. **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the Contracting Officer. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction

with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

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

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

4. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$5,000,000 per occurrence, including the District of Columbia as additional insured.
5. Professional Liability Insurance (Errors & Omissions). The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$3,000,000 annual aggregate.

The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

6. Crime Insurance (3rd Party Indemnity). The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District. The policy shall provide a limit of \$50,000 per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.
7. Environmental Liability Insurance. The Contractor shall provide a policy to cover costs associated with bodily injury, property damage and remediation expenses associated with pollution incidents including, but not limited to, mold, asbestos or lead removal. The policy shall provide a minimum of \$1,000,000 in coverage per incident and \$2,000,000 aggregate.

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

C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.

D. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased

equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

- E. 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.
- F. NOTIFICATION. The Contractor shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.
- G. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- H. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- I. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- J. 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.
- K. NOTIFICATION. The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- L. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Diane Wooden
Contracting Officer
2000 14th Street, N.W., 5th Floor
Washington, DC 20009
diane.wooden@dc.gov

- M. DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work

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

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.3. An award cannot be made to any bidder who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

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

ORDER OF PRECEDENCE

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

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) IFB, as amended
- (6) Bid

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 CO.

I.12 GOVERNING LAW

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

SECTION J: ATTACHMENTS

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

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at www.ocp.dc.gov click on “Solicitation Attachments”
J.2	U.S. Department of Labor Wage Determination No. 2005-2103, Revision No. 10, dated 06/15/2010
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor’s Order 85-85 available at www.ocp.dc.gov click on “Solicitation Attachments”
J.4	Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on “Solicitation Attachments”
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
J.7	Tax Certification Affidavit available at www.ocp.dc.gov click on “Solicitation Attachments”
J.8	First Source Employment Agreement available at www.ocp.dc.gov click on “Solicitation Attachments”
J.9	Master Supplier Information Collection Template – W9 (To be completed by Contractors not in the PASS System)

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

K.1 TYPE OF BUSINESS ORGANIZATION

K.1.1 The bidder, by checking the applicable line, 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 (Attachment J.1), “District Employees Not To Benefit” will benefit from this contract.

_____ The following person(s) listed in clause 13 of the SCP (Attachment J.1) may benefit from this contract. For each person listed, attach the affidavit required by clause 13

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.6 TAX CERTIFICATION

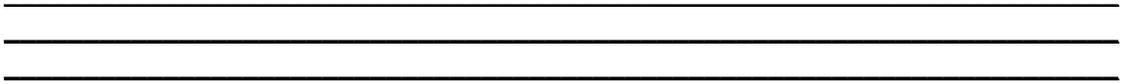
Each bidder must submit with its bid, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.2.

K.7 CERTIFICATION OF ELIGIBILITY

The bidder's signature shall be considered a certification by the signatory that the bidder, or any person associated therewith in the capacity of owner, partner, director, officer, principal, or any position involving the administration of funds:

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any federal, District or state statutes;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, District or state agency within the past three (3) years;
- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, or had a civil judgment rendered against it or them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Indicate below any exception to your certification of eligibility and to whom it applies, their position in the bidder's organization, the initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining responsibility of the bidder. Providing false information may result in criminal prosecution or administrative sanctions.



K.7 METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

If authorized by the bidder(s) resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.

- A. Any member utilizing such contract(s) will place its own order(s) with the successful Contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- B. A negative reply will not adversely affect consideration of your bid/proposal.
- C. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contractor(s).
- D. Each participating jurisdiction has the option of executing a separate contract with the awardees. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee(s), the awardee(s) may withdraw its extension of the award to that jurisdiction.
- E. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardees.

In pricing section of contract:

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>	<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>
___	___	Alexandria, Virginia	___	___	Met. Wash. Airports Authority
___	___	Alexandria Public School	___	___	Met. Wash. Council of Government
___	___	Arlington County, Virginia	___	___	Montgomery College
___	___	Arlington County Public School	___	___	Montgomery County, Maryland
___	___	Bowie, Maryland	___	___	Mont. County Public Schools
___	___	Charles County Public Schools	___	___	
___	___	College Park, Maryland	___	___	Prince George's County, Maryland
___	___	Culpeper County, Virginia	___	___	Prince George's Public Schools
___	___	District of Columbia	___	___	Prince William County, Virginia
___	___	District of Columbia Courts	___	___	
___	___	District of Columbia Public Schools	___	___	Prince William Public Schools
___	___	D.C. Water & Sewer Authority	___	___	Pr. William County Service Authority
___	___	Fairfax, Virginia	___	___	Rockville, Maryland
___	___		___	___	Spotsylvania County Schools
___	___	Fairfax County, Virginia	___	___	Stafford County, Virginia

___	___	Fairfax County Water Authority	___	___	Takoma Park, Maryland
___	___	Falls Church, Virginia	___	___	Vienna, Virginia
___	___	Fauquier City. Sch. & Govt., VA	___	___	Wash. Metro. Area Transit Authority
___	___	Frederick County, Maryland	___	___	Wash. Suburban Sanitary Comm.
___	___	Manassas Public Schools	___	___	Winchester Public Schools
___	___	Gaithersburg, Maryland	___	___	Herndon, Virginia
___	___	Greenbelt, Maryland	___	___	Loudoun County, Virginia
___	___	Manassas, Virginia			
___	___	MD-Nat. Cap. Park & Plng. Comm.			

Vendor Name

K.8 CERTIFICATION OF ENVIRONMENTALLY PREFERABLE PRODUCTS

- K.8.1** The Contractor, by accepting this contract, agrees to supply the District with environmentally preferable and effective products in compliance with the Office of Contracting and Procurement specifications in support of its environmentally preferable purchasing (EPP) initiative.
- K.8.2** The Contractor, by accepting this contract, agrees that its products and services do not contain any prohibited items, ingredients or components delineated in Section H.
- K.8.3** The Contracting Officer may terminate this contract or take other appropriate actions if the Contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the EPP attributes required under this contract.

CERTIFICATION

I, _____, as the officer or employee responsible for the performance of this contract, hereby certify that the deliverables associated with this contract meet the minimum EPP attributes outlined in the solicitation’s specifications and _____’s bid or proposal.

Signature of Bidder or Bidder

Date

K-9
SUBCONTRACTING PLAN

Page 1 of 2

PRIME CONTRACTOR INFORMATION:

Company: _____ Street Address: _____ City & Zip Code: : _____ Phone Number: _____ Fax: _____ Email Address: _____	Solicitation Number: _____ Contractor's Tax ID Number: _____ Caption of Plan: _____ _____ _____ Duration of the Plan: From _____ to _____ Total Prime Contract Value: \$ _____ Amount of Contract (excluding the cost of materials, goods, supplies and equipment) \$ _____ Amount of all Subcontracts: \$ _____ LSDBE Total: \$ _____ equals _____% <div style="display: flex; justify-content: space-around; font-size: small;"> LSDBE Subcontract Value Percentage Set Aside </div>
Project Name: _____ Address: _____ _____ Project Descriptions: _____ _____ _____	

CONTRACTOR INFORMATION: (use continuation sheet for additional subcontracts)

Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____% Tier: : _____ <div style="text-align: center; font-size: x-small;">1st, 2nd, 3rd</div> LSDBE Certification Number: _____ Certification Status: <table border="1" style="display: inline-table; border-collapse: collapse; text-align: center; font-size: x-small;"> <tr> <td style="width: 10%;">SBE:</td> <td style="width: 10%;">LBE:</td> <td style="width: 10%;">DBE:</td> <td style="width: 10%;">DZE:</td> <td style="width: 10%;">ROB:</td> <td style="width: 10%;">LRB:</td> </tr> </table> (check all that apply)			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Point of Contact: _____ <div style="text-align: right; font-size: x-small;">Name (Print)</div> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
SBE:	LBE:	DBE:	DZE:	ROB:	LRB:					

(List each subcontractor at any tier that will be awarded a subcontract to meet your total set aside goal.)

CERTIFICATIONS

The prime contractor shall attach a **notarized** statement including the following:

- a. A **description of the efforts** the prime contractor will make to ensure that LBEs, DBEs, ROBs, SBEs, LRBs, or DZEs will have an equitable opportunity to compete for subcontracts;
- b. In all subcontracts that offer **further subcontracting opportunities**, assurances that the prime contractor will include a statement, approved by the CO, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- c. **Assurances** that the prime contractor will cooperate in any studies or surveys that may be required by the CO, and submit periodic reports, as requested by the CO, to allow the District to determine the extent of **compliance** by the prime contractor with the subcontracting plan;
- d. Listing 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 include assurances that the prime contractor will make such records available for review upon the District's request; and
- e. A description of the prime contractor's recent **efforts to locate LBEs, DBEs, SBEs, DZEs, LRBs, and ROBs, and to award subcontracts to them.**

PERSON PREPARING THE SUBCONTRACTING PLAN:

Name: _____ <div style="text-align: right; font-size: x-small;">(Print)</div> Telephone Number: () _____ - _____ Fax N _____ Email _____	Signature: _____ _____ _____ Date Plan Received by CO: _____ Report: <input type="checkbox"/> Acceptable <input type="checkbox"/> Not Acceptable Contract Number: DCAM-2010-B-0147 _____ _____ _____ _____
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(SUBCONTRACTORS LIST CONTINUED)

Page 2 of 2

(List each subcontractor that will be awarded a subcontract to meet your total set aside goal.)

SUBCONTRACTOR INFORMATION: (use continuation sheet for additional subcontracts)										
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____% Tier: : _____ <small>1st, 2nd, 3rd</small> LSDBE Certification Number: _____ Certification Status: (check all that apply) <table border="1" style="display: inline-table; margin-left: 20px;"> <tr> <td>SBE:</td> <td>LBE:</td> <td>DBE:</td> <td>DZE:</td> <td>ROB:</td> <td>LRB:</td> </tr> </table>			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Point of Contact: _____ <small>Name (Print)</small> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
SBE:	LBE:	DBE:	DZE:	ROB:	LRB:					
SUBCONTRACTOR INFORMATION:										
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____% Tier: : _____ <small>1st, 2nd, 3rd</small> LSDBE Certification Number: _____ Certification Status: (check all that apply) <table border="1" style="display: inline-table; margin-left: 20px;"> <tr> <td>SBE:</td> <td>LBE:</td> <td>DBE:</td> <td>DZE:</td> <td>ROB:</td> <td>LRB:</td> </tr> </table>			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Point of Contact: _____ <small>Name (Print)</small> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
SBE:	LBE:	DBE:	DZE:	ROB:	LRB:					
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SUBCONTRACTOR INFORMATION:										
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SBE:	LBE:	DBE:	DZE:	ROB:	LRB:					

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 to award multiple contract(s) resulting from this solicitation to the responsive and responsible bidder who has the lowest bid.

L.2 SITE VISIT AND PRE-BID CONFERENCE:

Prospective bidders are strongly advised to visit the site of the proposed work to inspect and familiarize themselves with the extent of the work. Failure to thoroughly investigate said job conditions will not be accepted as a proper basis for considering an alleged error in bid or for payment of extras under, or revision to, the contract or in any other way as grounds for asserting a claim against the District.

L.2.1 A site visit is scheduled for August 16, 2010 at 10:00 a.m., at 95 M S.W., Washington, DC. Bidders shall meet in the inside entrance of the Building. For further information regarding the site visit the prospective bidders are encouraged to contact the COTR at (202) 698-8101.

L.2.2 A pre-bid conference will be held to discuss the contents of this solicitation and other pertinent matters right after the site visit at the same location.

L.2.3 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 to 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.

L.2.4 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 Department'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 also be posted on the OCP website at www.ocp.dc.gov.

L.3 PREPARATION AND SUBMISSION OF BIDS

L.3.1 Bidders shall submit a signed original and two (2) 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 as specified in Section A.3 in a sealed envelope conspicuously marked: "Bid in Response to Solicitation No. DCAM-2010-B-0166".**

- L.3.2** 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.3.3** The District may reject as non-responsive any bid that fails to conform in any material respect to the IFB.
- L.3.4** 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.4 FAMILIARIZATION WITH CONDITIONS

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.5 BID SUBMISSION DATE AND TIME

Bids must be submitted no later than 2:00 p.m. local time on September 9, 2010 as specified in Section A.9.

L.6 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 opening of bids.

L.7 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

- L.7.1** 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:

- L.7.1.1** 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

L.7.1.2 The bid or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the District after receipt.

L.7.2 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.7.3 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.7.4 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.7.5 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.8 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.9 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 event of a discrepancy between the unit price and the total price, the unit price shall govern.

L.10 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 CO. The prospective bidder shall submit questions no later than ten (10) days August 25, 2010 by 12:00 noon prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than ten (10) days before the date set for submission of bids. The District will furnish responses promptly

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

L.11 FAILURE TO SUBMIT BIDS

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the CO, DRES, 2000 14th Street, N.W., 5th Floor, Washington, DC 20009, 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, DRES, 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 CO, DRES, that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.12 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 ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent 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.13 SIGNING OF BIDS

L.13.1 The bidder 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.13.2 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.14 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, Solicitation, Offer and Award form; or (c) by letter, telegram or e-mail from an authorized representative. The District must receive the acknowledgment by the date and time specified for receipt of bids. A bidder's failure to acknowledge an amendment may result in rejection of its bid.

L.15 BIDS WITH OPTION YEARS

The bidder shall include option year prices in its bid. A bid may be determined to be nonresponsive if it does not include option year pricing.

L.16 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

L.16.1 Name, address, telephone number and federal tax identification number of bidder;

L.16.2 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, 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.16.3 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.17 BID SUBMISSIONS DATE AND TIME-BID OPENING:

Bids must be submitted no later than 2:00 p.m. local time on September 9 , 2010.

L.5.1 Bids will be publicly opened by the Construction Procurement Support Branch
2000 14th Street, N.W., 3rd Floor Bid Room, Washington, D.C. 20009.

L.18 CERTIFICATES OF INSURANCE

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 to:

*Wilbur Giles
Contracting Officer
2000 14th Street, N.W., 5th Floor
Washington, DC 20009
202-671-1302/wil.giles@dc.gov*

L.19 GENERAL STANDARDS OF RESPONSIBILITY

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

- L.19.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.19.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.19.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.19.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.19.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.19.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.19.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.19.8** If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

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, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

M.1.1. Application of Preferences

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

- M.1.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive 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.1.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive a five percent (5%) reduction in the bid price for a bid submitted by the ROB in response to this IFB.
- M.1.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive a five percent (5%) reduction in the bid price for a bid submitted by the LRB in response to this IFB.
- M.1.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to this IFB.
- M.1.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to this IFB.
- M.1.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to this IFB.
- M.1.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the VOB in response to this IFB.
- M.1.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the LMBE in response to this IFB.

M.1.2 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is 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.1.3 Preferences for Certified Joint Ventures

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

M.1.4 Verification of Bidder's Certification as a Certified Business Enterprise

M.1.4.1 Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its bid. The CO will verify the bidder's certification with DSLBD, and the bidder should not submit with its bid any documentation regarding its certification as a certified business enterprise.

M.1.4.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

M.1.4.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

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.

M.3 OPEN MARKET WITH SBE SUBCONTRACTING SET-ASIDE (SUPPLIES AND SERVICES)

M.3.1 Preferences for Local Business, Disadvantaged Business, Resident-owned Business, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone.

Under the provision of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005" (the Act), Title II, Subtitle N, of the "Fiscal Year 2006 Budget Support Act of 2005", D.C. Law 16-33, effective October 20, 2005, the District shall apply

preferences in evaluating bids or proposals 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.3.1.1 Required Small Business Enterprise (SBE) Subcontracting Set-Aside

35% of the total dollar of this contract has been set-aside for performance through subcontracting with businesses certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable, as small business enterprise. All Bidders responding to this solicitation shall submit with its proposal, a notarized statement detailing its subcontracting plan. Bid responding to this IFB shall be deemed nonresponsive and shall be rejected if the Bidder fails to submit a subcontracting plan that is required by this solicitation. Once the plan is approved by the contracting officer, changes will only occur with the prior written approval of the contracting officer and the Director of DSLBD.

M.3.2 VENDOR SUBMISSION FOR PREFERENCES

M.3.2.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its proposal, the following documentation, as applicable to the preference being sought:

M.3.2.1.1 Evidence of the vendor's or joint venture's certification by DSLBD as an SBE, LBE, DBE, DZE, LRB or ROB, to include a copy of all relevant letters of certification from DSLBD; or

M.3.2.1.2 Evidence of the vendor's or joint venture's provisional certification by DSLBD as an SBE, LBE, DBE, DZE, LRB or ROB, to include a copy of the provisional certification from DSLBD.

M.3.2.2 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.3.2.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.3.3 SUBCONTRACTING PLAN

Each subcontracting plan shall include the following:

M.3.3.1 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.3.3.2 A statement of the dollar value of the proposal that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

- M.3.3.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- M.3.3.4** 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.3.3.5** 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.3.3.6** 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.3.3.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- M.3.3.8** 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.3.3.9** 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.3.4 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.3.4.1** The dollar amount of the contract or procurement;
- M.3.4.2** A brief description of the goods procured or the services contracted for;
- M.3.4.3** The name and address of the business enterprise from which the goods were procured or services contracted;
- M.3.4.4** Whether the subcontractors to the contract are currently certified business enterprises;
- M.3.4.5** The dollar percentage of the contract or procurement awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- M.3.4.6** A description of the activities the contractor engaged in, in order to achieve the subcontracting requirements set forth in section M.3.1.1; and

M.3.4.7 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.3.1.1.

M.3.5 ENFORCEMENT AND PENALTIES FOR BREACH OF SUBCONTRACTING PLAN

M.3.5.1 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.3.5.2 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 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.