



DISTRICT OF COLUMBIA PUBLIC SCHOOLS
NEGOTIATED CONTRACT FOR GOODS AND/OR SERVICES

ISSUED BY: Office of Contracts and Acquisitions (OCA)
ADDRESS: 1200 First Street, N.E. 9th Floor
Washington, DC 20002

CONTRACT NO: GAGA-2022-C-0048 **SOLICITATION NO:** GAGA-2022-I-0048
PROGRAM OFFICE: Office of the Chief Operations Officer,
DCPS Security Services
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The undersigned offers and agrees that, with respect to all terms and conditions, as negotiated between the offeror and DCPS, and contained herein, and the provisions of the solicitation, constitutes the Formal Contract.

ACCOUNTING AND APPROPRIATION DATA:

CONTRACTOR: (Contractor shall not commence performance until the District of Columbia Public Schools has signed this document)

Contractor's Name: **Security Assurance Management, Inc**

BY: 
Signature of Authorized Representative

Print Name: **Russell A. Stephens**

President

Title

06/22/2022

Date

Mailing Address of Contractor
910 17th street, N.W., Suite 220
Washington D.C 20006

202-293-8011

Telephone No.

Facsimile No.

ACCEPTANCE BY THE DISTRICT OF COLUMBIA PUBLIC SCHOOLS:

LaVeta Hilton 
Contracting Officer

LaVeta Hilton July 8, 2022
Type or Print Name Date

The information contained in the box below is for District of Columbia Public Schools use only and, in the event of a discrepancy between this information and the terms of the contract, the contract terms shall take precedence.

PERIOD OF CONTRACT: July 9, 2022, to September 30, 2022, for the Base Year.

CONTRACT AMOUNT: Min: \$5,669,260.80 - ~~Max: \$ 8,887,650.24~~
Not to Exceed (NTE) Minimum

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

B.1 The District of Columbia Public School (DCPS), Resource Strategy Office, Contracts & Acquisitions Division, on behalf of Office of Chief Operation Officer, School Security division (District) is seeking a highly skilled and technically proficient security Contractor to provide security services and qualified personnel, with experience working with school aged children and students, to protect persons and property at DCPS.

B.2 The District contemplates award of Indefinite Delivery Indefinite Quantity (IDIQ) Contract(s) in accordance with 27 DCMR Chapter 24

B.3 INDEFINITE DELIVERY- INDEFINITE QUANTITY (IDIQ) CONTRACT

This is an IDIQ contract for the supplies or services specified, and effective for the period stated.

- a) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause, Section G.4.4. The Contractor shall furnish to the district, when and if ordered, the supplies or services specified in the Schedule up to and including the maximum quantity of **217,056** hours for the base period and **671,862** hours for each option year. The district will order at least the minimum quantity of **137,280** hours for the base period and **217,056** hours for each option year
- b) There is no limit on the number of orders that may be issued. The district may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the contractor shall not be required to make any deliveries under this contract after September 30, 2026

B.4 PRICE SCHEDULE

B.4.1 Base Period: July 09 thru September 30, 2022

Item No. (CLIN)	Item Description	Hourly rate	Minimum Quantity	Minimum Total Price	Maximum Quantity	Maximum Total Price
001	Security Guard I Services (Guard I Section C.5)	\$38.57	107,040.00	\$ 4,128,532.80	175,392.00	\$ 6,764,869.44
002	Security Guard II Services (Guard II Section C.5)	\$50.95	30,240.00	\$ 1,540,728.00	41,664.00	\$ 2,122,780.80
Grand Total				\$ 5,669,260.80		\$ 8,887,650.24

** The fixed hourly rates shall be fully loaded and include wages, benefits, overhead, general, and administrative expenses, and profit.*

B.4.2 Option Year One: October 01, 2022, thru September 30, 2023

Item No. (CLIN)	Item Description	Hourly rate	Minimum Quantity	Minimum Total Price	Maximum Quantity	Maximum Total Price
1001	Security Guard I Services (Guard I Section C.5)	\$38.57	175,392.00	\$ 6,764,869.44	555,515.00	\$21,426,213.55
1002	Security Guard II Services (Guard II Section C.5)	\$50.95	41,664.00	\$ 2,122,780.80	116,347.00	\$ 5,927,879.65
Grand Total				\$ 8,887,650.24		\$27,354,093.20

* The fixed hourly rates shall be fully loaded and include wages, benefits, overhead, general, and administrative expenses, and profit

B.4.3 Option Year Two: October 01, 2023, thru September 30, 2024

Item No. (CLIN)	Item Description	Hourly rate	Minimum Quantity	Minimum Total Price	Maximum Quantity	Maximum Total Price
2001	Security Guard I Services (Guard I Section C.5)	\$40.74	175,392.00	\$ 7,145,470.08	555,515.00	\$22,631,681.10
2002	Security Guard II Services (Guard II Section C.5)	\$53.17	41,664.00	\$ 2,215,274.88	116,347.00	\$ 6,186,169.99
Grand Total				\$ 9,360,744.96		\$28,817,851.09

* The fixed hourly rates shall be fully loaded and include wages, benefits, overhead, general, and administrative expenses, and profit.

B.4.4 Option Year Three: October 01, 2024, thru September 30, 2025

Item No. (CLIN)	Item Description	Hourly rate	Minimum Quantity	Minimum Total Price	Maximum Quantity	Maximum Total Price
3001	Security Guard I Services (Guard I Section C.5)	\$42.78	175,392.00	\$ 7,503,269.76	555,515.00	\$23,764,931.70
3002	Security Guard II Services (Guard II Section C.5)	\$55.21	41,664.00	\$ 2,300,269.44	116,347.00	\$ 6,423,517.87
Grand Total				\$ 9,803,539.20		\$30,188,449.57

* The fixed hourly rates shall be fully loaded and include wages, benefits, overhead, general, and administrative expenses, and profit.

B.4.5 Option Year Four: October 01, 2025, thru September 30, 2026

Item No. (CLIN)	Item Description	Hourly rate	Minimum Quantity	Minimum Total Price	Maximum Quantity	Maximum Total Price
4001	Security Guard I Services (Guard I Section C.5)	\$44.45	175,392.00	\$ 7,796,174.40	555,515.00	\$24,692,641.75
4002	Security Guard II Services (Guard II Section C.5)	\$56.88	41,664.00	\$ 2,369,848.32	116,347.00	\$ 6,617,817.36
Grand Total				\$10,166,022.72		\$31,310,459.11

* The fixed hourly rates shall be fully loaded and include wages, benefits, overhead, general, and administrative expenses, and profit.

B.5 A bidder responding to this solicitation that is required to subcontract shall be required to submit with its bid, any subcontracting plan required by law. Bids 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 law.

For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1.

A Subcontracting Plan form is available at <http://ocp.dc.gov>, under Quick Links click on "Required Solicitation Documents."

B.6 SPECIAL PROVISIONS RELATED TO THE COVID-19 EMERGENCY

- (a) The Contractor is required to comply with Mayor's Order 2021-099, COVID-19 Vaccination Certification Requirement for District Government Employees, Contractors, Interns, and Grantees, dated August 10, 2021, and all substantially similar vaccine requirements including any modifications to this Order, unless and until they are rescinded or superseded. At the request of the district government, Contractors may be asked to provide certification of compliance with this requirement and/or documents and records in support of this certification.
- (b) The Contractor is required to comply with City Administrator's Order 2021-4, Resumption of Requirement for All Persons to Wear a Mask Inside District Government Buildings and While on Duty as a District Government Employee or Contractor, dated July 30, 2021, and all substantially similar mask requirements including any modifications to this Order, unless and until they are rescinded or superseded.

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

The District of Columbia Government (District), and District of Columbia Public Schools (DCPS) Office of Contracts and Acquisition, requires a Contractor to provide professional security services to approximately 118 school buildings and various satellite locations throughout DCPS' system. The Contractor shall recruit qualified, trained security personnel staff, who will work in collaboration with DCPS to promote a safe environment for all students, staff, visitors, and property as detailed in the requirements of this document.

C.2 APPLICABLE DOCUMENTS

The following documents are applicable to this procurement and are hereby incorporated by

this reference:

#	TYPE	TITLE	DATE/ VERSION
1	D.C. Municipal Regulations	District of Columbia Municipal Regulations, Title 6-A, Chapter 11, and Title 17 Chapters 20 and 21 Available at: https://www.dcregs.dc.gov/Common/DCMR/RuleList.aspx?ChapterNum=6-A11 & https://www.dcregs.dc.gov/Common/DCMR/RuleList.aspx?ChapterNum=17-20&ChapterId=691 & https://www.dcregs.dc.gov/Common/DCMR/RuleList.aspx?ChapterNum=17-21&ChapterId=692	June 2007
2	D.C. Law	Council of the District of Columbia, "Enhanced Professional Security Amendment Act of 2008" Available at: https://code.dccouncil.us/us/dc/council/code/sections/5-129.21	Most Recent
3	D.C. Municipal Regulations	Special Police Officer's Commission DC Police Department - Security Officer's Management Branch (SOMB), which utilizes District of Columbia Municipal Regulations, Title 6A, Chapter 11 Available at: https://www.dcregs.dc.gov/Common/DCMR/RuleList.aspx?ChapterNum=6-A11	Most Recent
4	D.C. Municipal Regulations establishing requirements for personnel with working children	DC Law 15-353 "Child and Youth, Safety and Health Omnibus Amendment Act of 2004, as amended Available at: Office of Documents and Administrative Issuance; 441 4th Street, NW, Room 520, Washington, DC 20001 https://code.dccouncil.us/us/dc/council/laws/21-180	Most Recent
5	D.C. Municipal Regulations	District of Columbia Municipal Regulations, Title 5, Chapter 2503 Available at: https://code.dccouncil.us/us/dc/council/code/titles/38/chapters/2/subchapters/11/parts/C#of	Most Recent

C.3 DEFINITIONS

These terms when used in this IFB have the following meanings:

- C.3.1 After Care School Hours:** The hours from 3:30 p.m. to 7:00 p.m., Monday through Friday.
- C.3.2 Before School Hours:** The hours from 6:30 a.m. to 8:00 a.m., Monday through Friday.
- C.3.3 Contract Administrator (CA):** The designated DCPS representative responsible for ensuring that the work of the contractor conforms to the requirements of the contract and for advising the Contracting Officer (CO) accordingly.
- C.3.4 Extended School Year:** Additional days that a school operate beyond the traditional number of school days as stipulated in the J.10.
- C.3.5 Fixed Post:** One specific location (post) in the school buildings to which an officer is assigned.
- C.3.6 Incident Report:** A written report, prepared by security personnel documenting all incidents occurring in and around their respective facilities.
- C.3.7 Open Post:** Any time a Post is unattended by a SO or SPO during an assigned shift for more than one (1) minute.
- C.3.8 Security Post Inspection Report:** A written report prepared by security personnel, used as an evaluation tool and compliance checklist certifying that contract officers and their physical post locations meets the standard requirements as identified in the contract to avoid any potential risks.
- C.3.9 Post:** A location within a DCPS facility, to which a Contract Officer is assigned to monitor, rove, and or patrol.
- C.3.10 Post Orders:** A written document that describe the DCPS point of contact for, and security functions to be performed, for each post location on each shift each facility.
- C.3.11 Regular Schools Hours:** The hours from 8:00 a.m. to 3:30 p.m., Monday -Friday.
- C.3.12 Roving Patrols:** Officers walking within and around the perimeter of a school campus checking for disorder, suspicious activity, packages, weapons, or as otherwise directed by post orders or security orders.
- C.3.13 School Emergency Response (SERT) Team:** A group of individuals within a school building who are selected and tasked with plan and prepare for emergencies and/or critical level incidents using standard procedures as identified by DCPS and HSEMA.
- C.3.14 Security Officers (SO), also known as Guard I:** An unarmed security guard licensed by MPD Security Officers Managers Branch (SOMB), with at least two (2) years of experience, who is charged with preventing and responding to threats or crimes against students, staff, and property.

- C.3.15 Security Orders:** The written policies and procedures that govern school security operations and are provided by the DCPS or by the Contractor and approved by DCPS. These include, but are not limited to, citywide procedures and specific guidelines for each facility.
- C.3.16 Special Police Officers (SPO),** also known as **Guard II:** Unarmed, commissioned police officers authorized to make arrests whenever the law requires that such action be taken. SO's perform a variety of duties in the prevention of and response to threats or crimes against students, staff, and property.
- C.3.17 Temporarily Assigned Staff (TAS):** Security Guards assigned to cover special security needs and fill posts vacated by absent assigned staff.
- C.3.18 Emergency Incidents or Situation.:** Critical level incidents that causes disruption to the overall operations within or around the school building, including, but not limited to, large fights, flood or other severe weather conditions, epidemic, riot, equipment failure, or other exigent situations.

C.4 BACKGROUND

In the Fall of 2020, DC Council unanimously passed the "DCPS Authority for School Security Congressional Review Emergency Amendment Act of 2020", thereby transferring budget and programmatic oversight from MPD to DC Public Schools. As a result, DCPS has complete authority of the security contract.

- C.4.1** District of Columbia Public Schools students attend school 181 days of the year, teachers 192 days. Additionally, schools are used for before school breakfast programs, after-school programs, community meetings, summer school, and extracurricular activities. The security services described herein will serve all schools as listed in Attachment J.I0.
- C.4.2** For school year 2022-2023, the number of DCPS operated schools will be less than 120. Approximately 50,000 students attend DCPS, consisting of an estimated 27,500 elementary school students, 5,500 middle school students, nearly 13,000 senior high students, and 4000 other students (i.e., early learning centers, special education schools, STAY programs, and educational campuses).

C.5 REQUIREMENTS

- C.5.1** The Contractor shall conduct its operations in such a manner as to demonstrate the highest standards of employee professionalism, competency, conduct, cleanliness, appearance, and integrity.
- C.5.2** The Contractor shall prepare specialized reports and other special project documents as required by the CA.
- C.5.3** The Contractor shall support School based staff to enforce DCPS standards related to restorative student discipline practices, maintaining order, reducing criminal activities, and contribute to the enhancement of a safe and positive climate in schools.
- C.5.4** The Contractor shall provide Temporary Assigned Staff (TAS) as described in Sections C.9.9 and C.9.10

- C.5.5** Contractor shall consider bilingual fluency as a preferred qualification during recruitment of Security Officers. Applicants who are fluent— in both English and any of the following languages: Spanish, Amharic, Mandarin, French, and Vietnamese— shall receive additional consideration in the hiring process.
- C.5.6** Contractor shall conduct or coordinate a language proficiency assessment to verify candidates' bilingual fluency.
- C.5.7** The Contractor shall not enter into any agreement to provide security services in any DCPS facility outside of this contract.
- C.5.8** The District reserves the right to provide the Contractor with 2 (two) days advance notice if the hours, days and/or sites change. The security services described herein will serve all schools as listed in Attachment J.10.
- C.5.9** Contractor shall ensure that that all Security Officers and Temporary Assigned Staff have a current first aid/CPR certificate.

C.6 CONTRACTOR'S TASKS

- C.6.1** The Contractor shall provide trained labor, management, supervision, training, and supplies necessary to protect the District Government-owned and leased facilities listed in Attachment J.10, as well as persons working at or visiting those locations, in compliance with all District laws and regulations, including those governing security officers, Special Police Officers, and working with youth and children.
- C.6.2** DCPS will assign a Contract Administrator (CA) to monitor the Contractor's performance. The Contractor shall receive Post Orders for, and upon initial assignment of, each facility. In addition to the security services called for under the terms of the Contract, Security Officers shall follow Post Orders to address specific security concerns at particular Facilities. The CA may provide modifications to the Post Orders from time to time. Upon receipt, the Contractor shall implement all such modifications, which may include change shift duties, start and stop times, and post locations provided that the change is within the contract scope and has no impact on the contract price. If Contractor reasonably determines that a modification is not within the contract scope, or would impact the contract price, Contractor notifies the CA in writing and shall not implement such modification until the issue is resolved. Such changes shall not require modification of the contract.
- C.6.3** In general, the Contractor shall:
 - A) Prevent and report safety and security risks, by observing, patrolling, and searching for damage to or pilferage, removal, misuse, larceny, theft of, or any other improper or unlawful threats to or disposition of, District or personal property, to the CA
 - B) Discover and detain persons attempting to gain unauthorized access to or having unlawfully entered a property or secured areas. This includes monitoring building intrusion detection systems, conducting roving patrols and any other related duties as determined by the CA.
 - C) Control entry and egress access by screening and searching persons and packages coming into DCPS schools and buildings to ensure that no unauthorized or illegal property is brought into or removed from such locations.
 - D) Provide protection and security services, which may include providing escort services, to all visitors within DCPS properties.
 - E) Each Security Guard shall be in full uniform and ready to begin work promptly at the

start of the work shift and remain on the job in full uniform at their posts until the end of the full tour of duty

- F) Respond as necessary to support other life safety duties as identified in post orders.
- G) Report immediately to the CA Principal, Foreman, and point of contact identified in the Post Orders all potentially hazardous conditions and items in need of repair, such as inoperative lights, locks, security equipment and associated hardware, broken or slippery floor surfaces, and blocked emergency routes or exits; and
- H) Provide assistance as directed by the CA or CO in all emergency situations.
- I) The Contractor shall provide a representative (for each school?) to participate on the school-based School Safety Committee (SSC) or SERT team.
- J) Contractor shall comply with all applicable requirements of the D.C. Language Access Act and its implementing regulations (D.C. Official Code 2-1931 et. seq., 4 DCMR 1200 et. seq.).

C.7 Contractor Responsibilities

C.7.1 Commission/Certification Report: The Contractor shall ensure that all licenses are current. See C.23.1(d)

C.7.2 Contractor Employee Identification Cards: MPD and Security Officers Management Branch (SOMB) will issue Security Guard Identification Cards and SPO Commissions, for each security staff of the Contractor. No contract security staff shall work under this contract without the appropriate identification.

C.7.3 Uniforms All uniforms shall comply with the standards used for SPO's and guards as stipulated by the MPD, SOMB. The Contractor shall provide samples of the intended uniforms to the CA within seven (7) business days prior to contract start date. At least 15 days prior to contract, the Contractor shall also provide the CA with its Uniform Policy start date that will stipulate the number of uniforms issued per employee. The policy shall also include the Contractor's process for replacing old, worn, or unserviceable uniforms.

C.7.4 No contract security staff shall provide services under this contract unless and until they have passed all background clearance checks required by DCPS, which may include but may not be limited to, criminal background check, TB screening, and a review of all applicable state and federal sex offender registries and child protective registries.

C.7.5 The District Government reserves the right to change the number of guards and locations as the requirements change under the contract. The CO shall request additional security coverage in writing with at least forty-eight (48) hours' notice to the Contractor. The Contractor shall provide the appropriate security personnel within forty-eight (48) hours unless otherwise directed by DCPS. This coverage shall be billable at the contract rates in Section B of the contract.

C.8 STAFFING AND POST ASSIGNMENTS

C.8.1 The Contractor shall assign qualified personnel as needed to manage the contract and supervise the guards in order to ensure the provision of high-quality services.

C.8.2 The Contractor shall provide manpower to cover all posts and duty hours as outlined in Attachment J.10 and Special Activities. Any post duty hours, or portions thereof not covered as requested will be deemed an Open Post.

C.8.3 No Security Officer or Temporary Assigned Staff shall provide more than twelve (12) hours of

service in a twenty-four (24) hour period unless the work periods are separated by an eight (8) hour non-duty period. This limitation may be waived by the CA in situations he or she deems to constitute an emergency, e.g., severe weather, civil disturbance, or other unusual events. The Contractor shall obtain written confirmation of a waiver from the CA for each instance.

- C.8.4** The Contractor shall make every effort to ensure that schools with any non-English language spoken by a population that constitutes 3% or 500 individuals, whichever is less, of the population served or encountered or likely to be served or encountered are staffed with personnel that are fluent in any of the languages that meet the stated 3%/500 threshold.
- C.8.5** The Contractor shall regularly coordinate and host targeted recruitment efforts to encourage a language-rich pool of candidates
- C.8.6** The duties of SOs and SPOs under a Post Order may include, but are not limited to, serving at a fixed post, roving patrols, escorting persons within DCPS property, screening persons, packages, and other items both electronically and physically, if necessary, and helping visitors by answering questions and providing directions and taking appropriate action to ensure the safety of the students, school administration, and visitors. The Contractor shall ensure Post Orders are adhered to at all times. Any deviation from the Post Orders requires a written confirmation of permission from the CA.
- C.8.7** The Contractor shall not assign employees who:
- A. Do not meet the minimum qualifications as outlined below in Section C.13.
 - B. Have not received the minimum training specified in Section C.15.
 - C. Have not received orientation as specified in Sections C.15.5.2 and C.23.1(b).
 - D. Have not received their valid commissions or certifications, proper uniforms, or the equipment required to perform as defined in the contract.
- C.8.8** All of the SOs and SPOs shall report for duty on time, in full uniform, with required licenses and certifications. Any employee violating this section shall be removed from its post until such time as the employee is in compliance with the terms of this clause. The post shall be considered open from the scheduled beginning time of tour of duty until it is properly covered. The Contractor shall immediately provide post coverage upon removal of any employee.
- A. The Contractor shall ensure that Security Guards properly record activities in the Activity Logbook located at each post. Log entries shall include, but are not limited to, name, arrival on duty and departure times, and date and time observing any offenses to including, but not limited to, disruptions caused by a person, facility failures, or neighborhood activity, accidents, injuries to persons, damage to property, complaints, or unusual incidents. In the event that the district implements an automated or electronic system to replace the Logbook, the Contractor's security staff shall utilize this new process. The Contractor shall immediately provide post coverage upon the removal of any employee. The Contractor shall be liable for liquidated damages for Open Posts in accordance with Section H.14.
 - B. Security Guards shall respond to any incidents that threaten the safety and security of DCPS students, employees, visitors, and operations expeditiously. All incidents shall be documented and transmitted in accordance with instructions provided by the CA to DCPS no later than the end of the tour of duty, or by 10:00am the next business day if the incident occurs after regular school hours.
 - C. Security Guards shall transmit in accordance with instructions provided by the CA all incident reports to the DCPS to have the incident entered into the DCPS database.

- D. The Contractor shall ensure that all incident reports and other documents are written clearly, legibly, and accurately. Any report returned for corrections, changes, or signatures must be resubmitted by close of business the same day.
 - E. The Contractor shall collect all original reports and documents in an organized manner, store them in accordance with established procedures provided by the CA, and turn them over to the CA monthly or more frequently upon request. All records shall be readily available to DCPS during the performance of the contract.
 - F. The Contractor shall ensure that personnel can operate, monitor, and respond to state-of-the-art technology to include Closed Circuit Television (CCTV), X-ray machines, walk through and hand-held metal detectors, and egress door alarm systems.
 - G. In order to cover for employees who are late reporting for work or who cannot report due to sickness or personal emergency, the Contractor shall provide a number of Security Guards greater than that required for full staffing of all assigned work locations and hold these in reserve in a designated location within the District of Columbia. Initially, this over supply shall be set at fifteen (15) percent of the total number of guards. This percentage may be adjusted in consultation with the CA, as necessary, during the term of the contract.
- C.8.9** If during a site inspection, the CA, or the CA' s representative determines that a an SO or SOP assigned to a Post does not meet the requirements, as outlined in District of Columbia Municipal Regulations, Title 6A or Section C.13 of this contract, or the Post Orders, or if a post is otherwise not covered or vacant, the post will be considered open (vacant). The CA will issue a written notification to the Contractor that the post will be considered open from the beginning of the shift until the violation is corrected.
- C.8.10** If an SO at an assigned Post will be absent for any amount of time, including breaks, the Contractor shall provide a relief SO or SOP so that the Post is never unattended. Each security employee shall receive a break of one (1) half-hour (1/2 hour) each day. The relief guard shall have the same qualifications as the guard being temporarily replaced and shall take full and complete charge of the duties from the employee he or she relieves, including all Post Orders, the Activity Logbook, and any equipment maintained at the post.
- C.8.11** The Contractor shall notify the CA and School Administration (Principal and Designee) of the substitution of an assigned SO in writing at least 48 hours prior to the personnel change taking place. The substitute SO must meet all of the requirements of the Contract.
- C.8.12** Security Guards and Contract staff shall not carry weapons on school grounds.
- C.9 MANAGEMENT SUPERVISION**
- C.9.1** The Contractor shall provide a Management Plan which includes its post coverage and notification process for staffing deployment to ensure compliance with Section C.8 of this solicitation. Also, the Contractor shall include a retention plan as a part of its management plan. The Management Plan shall become a performance requirement of the contract upon review and acceptance by the DCPS.
- C.9.2** All deployment schedules shall be provided to the CA monthly, and immediately upon posting any changes. DCPS reserves the right to ask for changes in the work schedules at any time with reasonable lead-time (approximately 48 hours) for the requested modifications.

- C.9.3** The Contractor shall provide to the CA on a daily basis certification that all posts by 0830 hours. The Contractor shall provide an Accountability Report of all Open Posts no later than 0830 hours for regular school hours. The Contractor shall manage the Open Posts to ensure that all Open Posts are covered by Temporary Assigned Staff (TAS) or a Supervisor at the rate of the assigned guard. The Accountability Report will identify which posts were open, for how long, and what steps were taken to fill the post and the status as of 0830 hours. Updates to the Accountability Report should be made by the Contractor on an as needed basis.
- C.9.4** The Contractor shall maintain Post Orders and Security Orders, including all updates and information required to be inserted in the orders. The Contractor shall update the orders when necessary and provide copies for use by all contract staff t within two (2) business days of any changes.
- C.9.5** At each fixed post, the Contractor shall furnish and maintain the Post Orders and Security Orders in a separate loose-leaf binder. The binder will contain only duty instructions pertinent to that specific post. The security orders shall not be removed from the property or be reproduced or copied in any manner without the prior written consent of the CA. Upon receipt of written approval of the CA, the Contractor shall post proposed changes in the security orders and the updates thereof.
- C.9.6** The Contractor shall provide testimony and information for hearings and litigations as needed.
- C.9.7** The Contractor shall prepare the post orders in coordination with the school principal, or designee, for each school and submit to the CA, for approval within the timeframe specified by the CA. The Contractor shall be given a copy of the current post orders for each school as a part of the transition.
- C.9.8** Upon final approval as defined in Sections C.3.11, the Contractor shall distribute and abide by the approved orders. Except for emergencies, no deviations from post orders shall be made. The post orders shall define the basic work to be performed at each post including the exact hours of duty, the time and location of movements of roving patrol posts, and detailed specific responsibilities for each fixed post.
- C.9.9** The Contractor shall provide Temporary Assigned Staff as needed. The CA will provide twenty-four (24) hours' notice of the requirement for increased staffing. However, as few as four (4) hours (or less) notice may be provided in exigent circumstances.
- C.9.10** The Contractor shall provide Temporary Assigned Staff for special security needs to include, but not limited to, special events, school sporting events, PTA meetings before or after-hours events, or to augment existing staff during periods of heightened security.
- C.9.11** The Contractor shall ensure that all management personnel fully understand contract compliance requirements and adhere to said requirements.

C.10 INVESTIGATIONS

- C.10.1** The Contractor shall assist and cooperate in investigations of administrative misconduct, criminal offenses, accidents, injuries to persons, damages to property and complaints within the perimeters for that particular facility as defined in the post orders. The District will examine the site of any accident or incident immediately following its occurrence to determine the cause of such accident or incident, the degree of personal injuries, the damage to Government-owned

property, and other pertinent information. In order to accomplish this, the District will have the authority to question any persons having knowledge relative to or present when such accident or incident occurred, including staff and agents of the Contractor. The Contract Guards shall not withhold any information from MPD officers or DCPS during any investigation.

C.10.2 The Contractor shall ensure that in the event of a conflict between the security orders and the post orders, the security orders shall take precedence.

C.11 CONTRACTOR'S STAFF APPEARANCE

C.11.1 The SO and the SPO shall perform all contract functions in full uniform until the end of their full tour of duty.

C.11.2 The contract security staff shall adhere to the approved grooming standards. Therefore, the Contractor shall establish and implement a dress code and grooming standards for guards and all other staff assigned to the contract. The proposed dress code and grooming standards shall be part of the contractor's Uniform Policy A suggested uniform and equipment should include items such as: shirts, trousers, ties, blazers, name tag, gloves, jacket, socks, shoes, badges, caps, coats, and other items as deemed necessary by the Contractor. DCPS shall have the right to approve the uniform.

C.11.3 The Contractor shall furnish and maintain properly fitted uniforms and equipment in accordance with uniform and equipment approval received by Contractor from the SOMB and CA. Any disagreement regarding application of the standards relating to uniforms and equipment shall be referred to the CA.

C.12 QUALITY CONTROL PLAN (OCP)

C.12.1 The Contractor shall submit a detailed Quality Control Plan. The Quality Control Plan shall include, but not be limited to the following areas:

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

C.12.2 Under no circumstances shall individuals appointed as Quality Control Monitors serve as contract security staff working under this contract.

C.12.3 The Contractor shall prepare Quality Control Inspection Reports and submit them to the CA monthly or upon request. The reports shall include details of any problems or deficiencies noted during an inspection and shall inform the CA of all actions taken, or planned, to resolve the problems. The CA may request more frequent updates on corrective actions needed to resolve

problems.

C.12.4 If the Contractor's performance indicates that additional quality control measures are needed, the Contractor and CA shall meet with the Contracting Officer to discuss the Contractor's performance, Quality Control Plan, Management Plan, and any other areas of concern regarding the contract. Through the Contracting Officer, the CA may request that the Contractor take additional steps to improve both the overall performance of the Contractor and adherence to the Quality Control and Management Plans.

C.13 CONTRACTOR EMPLOYEE QUALIFICATIONS

C.13.1 The Contractor's personnel shall have demonstrated a stable employment history; possess superior references; have the ability to successfully perform under duress; excel in oral and written communication skills in the English language; speak articulately; efficiently comply with verbal or written directives; deal diplomatically and compassionately with the public; work with minimum supervision; and have demonstrated the ability to follow directives consistently.

C.13.2 The Contractor shall be responsible for maintaining satisfactory standards of competency, appearance, and integrity, and shall be responsible for taking action to ensure that contract security staff maintain such standards. All contract security staff shall be citizens of the United States of America or authorized to work herein.

C.13.3 The Contractor shall ensure that all contract security staff assigned to the contract are in good general physical and mental health without physical or mental defects or abnormalities that would interfere with the full performance of their duties. The work under this contract requires frequent and prolonged walking, standing, and occasionally running. The security personnel may also have to subdue violent or potentially violent individuals. Physical and mental stamina is a basic requirement under this contract.

Evidence of physical and mental fitness shall be determined by passing a physical examination, including an illicit drug screening exam administered by a licensed physician during the Metropolitan Police Department Security Officer Management Branch's (SOMB) certification/commissioning process. The certification is currently performed by SOMB upon initial request for a commission and annually thereafter (Subject to change by MPD Licensing Regulations). The SOMB is located at 2000 14th Street, NW, Washington, DC, 20007.

C.13.4 The Contractor shall ensure that its security staff have passed a Tuberculosis (TB) test administered by a licensed physician.

C.13.5 The Contractor shall ensure that its security staff have taken the COVID-19 vaccinations and recommended booster, in an effort to be in compliance with the mandate set forth by the District government.

C.13.6 Contractor shall provide documentation on request to demonstrate compliance with vaccination requirements.

C.13.7 Contractor shall ensure that it is in compliance with all CDC guidance, DOH guidance, and other health regulations as may be required by DCPS.

C.13.8 No individual assigned to this contract shall have been convicted of any offense that would cause the revocation or non-renewal of the individual's SO license or SPO commission. The Contractor shall immediately and permanently remove any such individual from the contract and notify the CA. In addition, the Contractor and contract security staff must immediately notify the CA and

SOMB of any arrests for offenses that might lead the revocation of an SPO commission, SO license, or certification of compliance with DC Law 15-353, "Child and Youth, Safety and Health Omnibus Amendment Act of 2004," as amended. Failure to comply may be the cause for the exercise of contract remedies, including termination of the contract.

- C.13.9** The Contractor shall conduct a pre-employment drug screening and a random drug screening program for the duration of the contract for all employees who have contact with children. This includes employees filling all positions under the contract except the Administrative Staff. The Contractor shall maintain the results in the employees' personnel file in accordance with the requirements of the Health Insurance Portability and Accountability Act (HIPAA).
- C.13.10** The Contractor will ensure that all employees are fit for duty. If it is deemed the Security Guard does not meet the fitness standards the Contractor upon request from DCPS will provide documentation certifying the Security Guards fitness.
- C.13.11** The Contractor shall accept screening questions from DCPS for use in interviews with potential Security Guard who will serve as Guards I and II.
- C.13.12** To be eligible to perform under this contract, the contract security staff shall the below indicated criteria:
- C.13.13** All Guards I and II shall possess a high school education or GED and have at least two (2) years' experience demonstrating:
- 1) Communicate successfully and professionally with the general public and to read, write, and speak the English language fluently
 - 2) Read, understand, and apply printed rules, detailed orders, instructions, and training materials.
 - 3) Maintain poise and self-control under duress; and Construct and write clear, concise, accurate and detailed reports in English.
 - 4) Monitor and respond to State-of-the-art technology to include Closed Circuit Television (CCTV), X-Ray Machines, Walk through and Hand-Held Metal Detectors and Egress Door Alarm Systems.
 - 5) Utilize the equipment listed in five above to detect contraband, weapons and any other illegal, destructive, or incendiary device, whether on the person or secreted within packages, bags, cases, or other containers that are carried, possessed or under the control of persons entering the Facility to which assigned.
 - 6) Be in compliance with DC Law 15-353, "Child and Youth, Safety and Health Omnibus Amendment Act of 2004," as amended.
 - 7) Conduct themselves in accordance with DCPS' Core Values: Students First, Equity, Excellence, Teamwork, Courage, and Joy.
 - 8) Actively contribute to DCPS' vision for combating racism in schools and breaking the school to prison pipeline.
- C.13.14** Employees classified as Guard 1, Security Officer (SO) shall be licensed by MPD and shall be responsible for preventing and responding to threats or crimes against students, staff and are not authorized to carry firearms. Guard I are authorized to search and detain but not arrest. The security officer position in this contract is the same as the Guard 1 position in the labor determinations by the U. S. Department of Labor.
- C.13.15** Employees classified as Guard II, Special Police Officer (SPO) must be commissioned and are prohibited from carrying a firearm; are authorized to perform a variety of duties in the prevention of and response to threats or crimes against students, staff, and property; and that the Security Police Officer (SPO) position is the same as the Guard II position in the labor determinations by the Department of Labor.

C.14 CHILD AND YOUTH HEALTH AND SAFETY ACT REQUIREMENTS**C.14.1 Requirements for Drug and Alcohol Testing**

- 1) The Contractor shall either hire an independent Contractor to manage the random selection and recordkeeping pertaining to the drug and alcohol testing program or shall utilize drug testing program management software approved by the MPD.
- 2) As specified in Section 2036 of the Child and Youth Health and Safety Act, the Contractor shall implement the policies and procedures outlined in Sections 2032-2035.

C.14.2 Requirements for Criminal Background Checks

- 1) The Contractor shall agree to comply with Title II of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353. D.C. Official Code 4-1501.10 et. seq.) (2006 Supp.), as amended by Title II of the Omnibus Public Safety Amendment Act of 2006, effective April 24, 2007 (D.C. Law 16-306; 54 DCR 6577) and its implementing regulations at Chapter 5 of 27 DCMR, as they may be amended.
2. Any Contractor employee that has contact with DCPS students is required to comply with the requirements of the Child and Youth Health and Safety Act.

C.15 TRAINING

C.15.1 The Contractor shall be responsible for training all employees performing under this contract. Neither the time expended for training, nor payment for attending required training, shall be billable as a separate cost item to the district. Detailed lesson plans and outlines for each block of instruction shall be submitted for review and approval by the CA and SOMB.

C.15.2 The Contractor shall ensure that all employees performing on this contract have completed the Basic Training Curriculum listed below prior to assignment. The Contractor shall submit training completion rosters to the CA before the assignment of personnel. New employees hired by the Contractor shall not report to duty until this training has been completed. The CA will review the Contractor's roster of eligible employees submitted by the Contractor for approval. The Government reserves the right to periodically inspect training sessions. The CA, CA's staff, and DCPS staff are authorized to inspect the training sessions.

C.15.3 The Contractor shall be responsible for training its employees who shall perform under this contract. Each employee shall receive at a minimum 45 hours of basic training and 40 hours of supplemental training. Special Police Officers, or Guard IIs, shall receive an additional 9 hours of basic training. Supervisors shall receive 16 hours of additional supervisory training. Lesson plans and outlines for each block of training in the basic and the supervisory training. For the supplemental 40 hours of training, the Contractor shall submit with the proposal a plan for obtaining this training, including potential sources for the supplemental training.

C.15.4. Basic Training Curriculum

C.15.4.1 The Contractor shall ensure that all personnel assigned to this contract have completed the basic SO and SPO training curriculum, as defined by SOMB that includes, but is not limited to, the following courses:

Basic Training	Hours	
	Guard I & Guard II	Additional Guard II Training:
Conduct & Appearance (Uniform, Equipment, & Grooming) On- Duty	1	
Observation, Description, & Report Writing	3	
Alarm & Video Monitoring	1	
Patrol Techniques	1	
Magnetometer, X-Ray Machine & Screening	2	
Drugs	1	
Arrest & Detain Procedures		4
Search, Seizure, & Detention	1	1
Use of Force	2	2
DC Code Criminal & Civil Law	4	2
Court Preparation & Procedures	0.5	
Sexual Harassment	1	
School Security Orders	2	
Emergency Response: Violence, Bomb Threats, Terrorism, & Natural Disasters	2	
Civil Disobedience	0.5	
Conflict De-escalation/Resolution	3	
Customer Service/ Public Relations	2	
First Aid/ CPR	16	
DCPS Regulations & Policy, & the Role of School Security	2	
TOTAL	45	9

C.15.5 SUPPLEMENTAL TRAINING

DCPS will provide to each employee under the contract a minimum of 40 hours of annual training on topics related to DCPS priorities, student behavior and development, social emotional learning, school safety and security. The 40 hours will include but not be limited to topics listed below, which includes topics from basic training that should be reviewed annually. The CA may identify other issues for supplemental training throughout the duration of the contract. For the supplemental 40 hours of training, the Contractor shall submit within three (3) days after being requested by the Contracting Officer a plan for obtaining this training, including potential sources for this training. The Contractor shall submit a copy of the supplemental training and schedule to the CA 90 days prior to implementing training.

At a minimum, the Contractor's training shall encompass the following curriculum:

- a) COVID Protocols & Updates
- b) Restorative Practices
- c) Language Access Training
- d) Crisis Prevention Intervention (CPI): Verbal De-escalation Training
- e) Cultural Competency Training
- f) Bullying Prevention
- g) Trauma Response
- h) Reporting and Report Writing
- i) Availability of Social Services for Youth
- j) Child Development

- k) DC Laws & Regulations
- l) DCPS Regulations & Policy, & the Role of School Security
- m) Diversity & Inclusionary Training
- n) Effective Communication (including communicating with limited English proficient constituents and the use of interpreter services)
- o) Emergency Response: Violence, Bomb Threats, Terrorism, & Natural Disasters
- p) Ethics
- q) School Security Orders
- r) Sexual Harassment
- s) Special Education
- t) Substance Abuse in Youth
- u) Use of Metal Detectors, CCTV, Radios & Other Equipment
- v) Visitor Control.

C.15.5.1 Before the Security Guard can be allowed to provide services at a particular site under the contract, the Contractor's employees shall complete a minimum of a two (2) hour on-site orientation. The orientation shall consist of familiarizing the Security Guards with the physical layout of the location by walking the employees around the location and showing them entrances, exits, fire doors, stairwells, mechanical rooms, etc. The orientation shall also cover the information in the post orders. The orientation shall be conducted with either the principal or school-based staff member. The Contractor shall submit a building orientation report, by site, to the CA after the staff successfully complete the orientation.

C.15.5.2 The Contractor shall maintain professional training and all certifications, licenses and permits in the employee personnel file and shall make these documents available to the CA if requested.

C.15.6 Instructor Certification

Instructors who are certified to teach the specific subject or topic required shall administer all formal training required herein. Certification to instruct the specific subject shall be in accordance with D.C. Municipal Regulations Title 6A and in the form of a certificate issued by an accredited institution of learning (school, college, or university), the District of Columbia, Federal, or other state or county government. Such certifications offered shall be current by date and shall be submitted to the CA within ten days after contract award.

C.15.7 Training Certification and Testing

C.15.7.1 Contractor is required to certify that all employees on the contract have had the Basic Training, prior to assignment to this contract. In addition, the Contractor shall provide at their own expense, an 8-hour refresher course that includes Conduct on Duty, Alarm and Video Monitoring, Patrol Techniques, Magnetometer operation, X-Ray Machine and Screening, and Use of Force, for all employees before assignment to this contract. A short presentation by MPD and/or DCPS may be included in this one-day training.

C.15.7.2 At least two weeks prior to the performance of services under the contract, the Contractor is required to test all employees on the content of the lesson plans for Basic Training and their ability to apply this knowledge. The test shall be developed and administered by an independent consultant (to be selected jointly by the Contractor and DCPS) at the expense of the Contractor. The test shall be approved by the DCPS, which also may proctor the administration of the test to ensure the integrity of the testing process.

C.15.7.3 With regard to training and testing during contract performance, the Contractor shall develop a training matrix to ensure that: 1) coverage is adequate at all schools; and 2) high risk schools are fully covered. The Contractor shall utilize to the maximum extent possible teacher in- service days or other days when school is not in session for security officer training.

C.16 STAFF

- C.16.1** The Contractor shall be solely responsible for compensating its staff, including the payment of all applicable wages, taxes, insurance, and worker's compensation. The Contractor shall be solely responsible for and shall indemnify the District for any loss or damage to District property if the loss or damage is caused by the Contractor or any of its staff.
- C.16.2** The Contractor shall staff the contract providing personnel meeting the requirements set forth in Section C and shall efficiently schedule a combination of full-time positions with a minimum of part-time positions to ensure that full security coverage is provided in accordance with the requirements of the contract. The Contractor must provide a daily accountability report to DCPS by 0830 hours for regular hours and update as required for any staggered hour.
- C.16.3** The Contractor shall maintain its own personnel and benefit policies for its employees.
- C.16.4** The District of Columbia shall provide no compensation beyond the negotiated rate. There is no provision for an "overtime" rate of pay that exceeds the negotiated rate. The cost for supervisors and other key staff shall be included in the negotiated rate for an SO and SPO.
- C.16.5** The Contractor shall ensure that a Security Guard is not assigned to school which the guard has a family member employed or attending the school.
- C.16.6** The Contractor shall ensure that the Security Guard is not providing any outside employment, or volunteer services at the school location where the guard is assigned.
- C.16.7** The Contractor shall ensure that all complaints and investigations on Security Guards will be conducted by managers that are above the rank of field manager.

C.17 EQUIPMENT AND MATERIALS

- C.17.1** All property and equipment furnished by the District under this contract shall remain the property of the District government. During the term of the contract, the Contractor shall comply in accordance with terms of 27 DCMR Section 4100, et. seq. Upon contract expiration or termination, the Contractor shall account for all DC-furnished property. Any property or equipment furnished to fulfill contract requirements which is lost or damaged resulting from improper use or negligence by the Contractor's employees, shall be repaired or replaced by the Contractor at its own risk and expense. The Contractor shall complete a DCPS Physical Security Inventory Verification Form at the beginning and end of each school year (August and June) for submission to the CA.
- C.17.2** The Contractor shall provide all vehicles to facilitate monitoring of personnel at school sites. The Contractor shall be responsible for all costs related to these vehicles. Fuel as utilized by the DC Government will be provided for the DCPS Contract and only for the Contract at no cost to the Contractor. (Types of fuel are diesel, natural gas, unleaded fuel.). The Contractor shall submit a monthly Fuel Usage Report to the CA which includes the vehicle tag number, date, and daily mileage usage.
- C.17.3** The Contractor shall provide all communications equipment with the exception of two-way radios which will be provided and maintained by DCPS.
- C.17.4** The Contractor shall not purchase any equipment without written approval from the Contracting officer (CO) All equipment purchased by the District for use by the Contractor for the performance of contract requirements is the property of the District and will be returned to the District at the termination of the contract.

C.18 CONTRACTOR'S OFFICES AND FACILITIES

- C.18.1** The Contractor shall staff its administrative office from 0700 hours to 1800 hours, Monday through Friday. Additionally, during non-business hours when after school activities are scheduled and

require Will Call security coverage, the Contractor will provide an on-call list of personnel including a telephone number for each person for emergency situations upon request from the Contract Administrator.

C.19 REMOVAL OF CONTRACTOR'S STAFF

C.19.1 The Contractor shall require its contract employees to comply with all DCPS standards and any directives issued by the CA. The Contractor shall be responsible for maintaining satisfactory standards of employees' competency, conduct, appearance, and integrity, and shall be responsible for taking such disciplinary action with respect to the contract security staff as deemed necessary.

C.19.2 At any time, the CA, at his or her sole discretion, may require the Contractor to immediately remove any Security Guards from the contract. Replacement personnel shall be provided immediately.

C.20 MEETINGS

C.20.1 At least one (1) of the Contractor's personnel with authority to address and remedy matters regarding administrative and performance-related issues shall attend all meetings with DCPS. The Contractor shall not miss any meetings without prior approval of the CA. The CA shall notify the Contractor of the date and time of these mandatory meetings.

C.21 REPORTS, FILES, AND RECORDS

C.21.1 Personnel Files - Format and Content

Contractor shall meet all employees' personnel files.

1. The personnel file shall contain, but not be limited to, the following records:
 - a) Copy of current criminal history record.
 - b) Current security officer license for Guard I and SPO license for Guard II and other employees specified in the contract.
 - c) Copy of U.S. Passport or other picture identification indicating U.S. Citizenship
 - d) Copy of high school diploma or GED.
 - e) Copy of valid driver's license (for those employees who are required to drive a vehicle under the contract).
 - f) Copy of training and testing records indicating that employee completed and passed all training requirements and tests
 - g) Copy of first aid/CPR certificate
 - h) Copy of company disciplinary records, if any; and
 - i) Name and contact information for an emergency contact.
2. The medical file shall include, but not be limited to, the following items:
 - a) Copy of pre-employment physical examination.
 - b) Copies of all drug testing program reports, including results of pre-employment drug screening, random drug screening, and reasonable suspicion screening; and
 - c) Copy of a psychological screening, if any, attesting to the employee being free of any judgment of incompetence.
 - d) Copy of results of Tuberculosis (TB) tine test

C.21.3 The Contractor shall continuously maintain the files and allow DCPS to inspect the files without notice at any time.

C.21.4 DCPS shall schedule an independent inspection of personnel files 30 business days after contract award and at other intervals, as determined by the CA. The inspection shall verify that the personnel records contain all documentation required to validate the qualifications of the Contractor's employees for employment on this contract. Approval by DCPS does not relieve the Contractor of the responsibility for ensuring that all personnel meet the qualifications of the contract.

C.22 TRANSITION PLAN IMPLEMENTATION

- C.22.1** The Contractor shall provide the CA with an initial inventory of all equipment owned by the Contractor within 30 days after contract award.
- C.22.2** The Contractor shall provide to the CA with a list of all equipment supplied by the District (indicate ownership in the inventory report) within 30 days of award of contract. During the contract term, the Contractor shall notify the CA if any additional equipment is needed to fulfill contractual requirements. The CA will seek authorization from the CO for reimbursement for equipment approved for purchase.
- C.22.3** The Contractor shall have an entrance transition plan. o DCPS. The Contractor, and DCPS shall then discuss the implementation of the plan prior to contract performance. The final entrance transition plan shall be delivered within 10 business days after contract award.
- C.22.4** Contractor shall have an exit Transition Plan that details its operational steps to successfully transition between an incumbent and the new Contractor.

C.23 ENTRANCE TRANSITION

- C.23.1** At a minimum the entrance transition plan shall include the following:
 - a. The Contractor shall provide a seamless continuity of services. The Contractor shall coordinate with the incumbent Contractor and ensure that transition does not disrupt day-to-day security operations.
 - b. The Contractor shall provide employees with an orientation detailing Contractor benefit, applications, release forms and other pertinent matters relating to school security.
 - c. The Contractor shall conduct background checks as specified in Section C.14.2.
 - d. The Contractor shall verify that all employee licenses, training certifications, drug screenings, and physical examinations required in Section C.13 are valid and current. All outstanding requirements shall be completed during the transition period. No Contractor employee shall be permitted to assume duties until these requirements have been demonstrated
 - e. The Contractor shall issue uniforms prior to the first day of performance.
 - f. The Contractor shall recruit new security personnel to meet contract requirements, and schedule interviews with prospective contract security staff accordingly.
 - g. The Contractor shall provide an Entrance Transition Plan.

C.24 EXIT TRANSITION

- At a minimum the exit transition plan shall include the following:
- a. Ensure the transition does not disrupt day-to-day school security operations.
 - b. Exercise its best efforts and fully cooperate to affect an orderly and efficient transition.
 - c. The Contractor shall transfer all data to the District or another

Contractor, at the district’s option, in a format to be determined by the District

SECTION D: PACKAGING AND MARKING Not Applicable

SECTION E: INSPECTION AND ACCEPTANCE

E.1 The inspection and acceptance requirements for this contract shall be governed by clause number 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 July 2010. (Attachment J.1)

E.2 Inspection and Acceptance Additional Requirements for DCPS Security

E.2.1 The Contractor is responsible for the day-to-day inspection and monitoring of all Contractor work performed to ensure compliance with the contract requirements and the Contractor's quality control plan (Section C.12.) The results of all inspections conducted by the Contractor shall be documented in the Security Post Inspection Report to be given to the CA on the last workday of each month. DCPS shall conduct random inspections to ensure contract compliance

E.2.2 The Contractor shall submit a weekly Corrective Action Report to the CA outlining the steps and procedures taken to correct all issues identified in the Security Post Inspection Report.

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall from date of award July 09, 2022, as specified on the cover page 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 identified in section G.9 in accordance with the following:

CLIN	Deliverable	Relevant Section	Due Date
0001	Dress Code and Grooming Standards	C.11.2	Submit as requested by email
0002	Incident Reports	C.8.9 D	Submit to DCPS by close of business daily or the 10:00am the next business day by email unless otherwise instructed by the (CA)
0004	Deployment Schedule	C.9.2	Submit to the CA the last workday of the month and immediately upon any changes thereto by email and a hard copy by the 5th of the next month
0005	Daily Accountability Report	C.9.3	Submit daily by 0830 hours to DCPS by email
0006	Post Orders	C.9.4	Submit to the CA within time frame specified; hard copy
0007	Quality Control Inspection Report	C.12.3	Submit to the CA the last workday of the month and immediately upon request by hard copy by the 5th of the next month.
0008	Notification of revocation of non-renewal of an employee's commission or license	C.13.8	Immediately upon Contractor's knowledge of same by email.
0009	Notification of employee arrests for offenses that may lead to revocation of commission or license	C.13.8	Immediately upon Contractor's knowledge of same by email.
0010	Training Lesson Plans and Outlines for all blocks of Basic Training	C.15.1	Submit as requested by CA by email and hard copy is required.
0011	Basic training completion rosters for all employees	C.15.2	Prior to assignment of personnel by emails required
0012	Supplemental Training schedule	C.15.5	Submit to CA 90 days prior to implementation by email and hard copy.
0013	Building Orientation Report	C.15.5.2	Submit to the CA on the 5th of the next month or upon request as a hard copy.
0014	Training Instructor Certification to Instruct	C.15.6	Submit to the CA within 10 days of contract award/hard copy.

0015	DCPS Physical Security Inventory Verification Form	C.17.1	August and June and as directed by the CA
0016	Fuel Usage	C.17.2	Submit to the CA the 5th of the next month via hardcopy
0017	On-call List of Personnel	C.18.1	As requested by the CA
0018	Initial inventory of equipment	C.22.1	Submit to the CA and Contract Officer within 30 days of contract award
0019	Presentation of Uniforms	C.7.3	Submit to the CA 7 days prior to contract start date
0020	Uniform Issuance Policy	C.7.3	Submit to CA within 15 days prior to contract start date.

F.3.1 The Contractor shall submit to the District, as a deliverable, the report described in section H.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, based upon Section B (Cost or Price Schedules and Section F (Deliverables) 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 create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>

G.2.2 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4:

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 CO's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT

G.4.1 PAYMENTS ON PARTIAL DELIVERIES OF SERVICES –

RESERVED

G.4.2

G.4.3 LUMP SUM PAYMENT – RESERVED

G.4.4 ORDERING CLAUSE

G.4.4.1 Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the CO. Such orders may be issued during the term of this contract.

G.4.4.2 All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.

G.4.4.3 If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

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

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

G.6 THE QUICK PAYMENT ACT

G.6.1 Interest Penalties to Contractors

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

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

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

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

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

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

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

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

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

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

G.6.2 Payments to Subcontractors

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

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

G.6.2.1.2 Notify the CO and the subcontractor(s), in writing, of the Contractor’s intention to withhold all or part of the subcontractor’s payment and state the reason for the nonpayment.

G.6.2.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of at least 1.5% per month. No

interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the:

G.6.2.2.1 3rd day after the required payment date for meat or a meat product;

G.6.2.2.2 5th day after the required payment date for an agricultural commodity; or

G.6.2.2.3 15th day after any other required payment date.

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

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

G.6.3 Subcontract requirements.

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

G.7 CONTRACTING OFFICER (CO)

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

LaVeta Hilton
Deputy Chief Procurement Officer,
District of Columbia Public Schools
Office of Resource Strategy
1200 First Street, NE -- 9th Floor
Washington, DC 20002
Phone: 202.442.5136
Email: laveta.hilton@k12.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 costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure.
- G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
- G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- G.9.2** The address and telephone number of the CA is:

Ricky A. Brown, Jr.
 DC Public Schools
 Office of the Chief Operating Officer
 1200 First Street, NE 20002
 Phone: 202.480.0901
 E-mail: ricky.brown@k12.dc.gov

- 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 U.S. Department of Labor Wage Determination No.: No. 2015-4281 Rev 22 dated 03/15/2022, 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 clause 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 PREGNANT WORKERS FAIRNESS

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

H.3.2 The Contractor shall not:

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

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

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

(c) Deny employment opportunities to an employee, or a job applicant, if the denial is based on the

need of the employer to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding;

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

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

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

H.3.3 The Contractor shall post and maintain in a conspicuous place a notice of rights in both English and Spanish and provide written notice of an employee's right to a needed reasonable accommodation related to pregnancy, childbirth, related medical conditions, or breastfeeding pursuant to the PPWF Act to:

(a) New employees at the commencement of employment;

(b) Existing employees; and

(c) An employee who notifies the employer of her pregnancy, or other condition covered by the PPWF Act, within 10 days of the notification.

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

H.3.5 Violations of the PPWF Act shall be subject to civil penalties as described in the Act.

H.4 UNEMPLOYED ANTI-DISCRIMINATION

H.4.1 The Contractor shall comply with the Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 *et seq.*

H.4.2 The Contractor shall not:

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

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

(1) Any provision stating or indicating that an individual's status as unemployed disqualifies the individual for the job; or

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

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

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

Delete Article 35, 51% District Residents New Hires Requirements and First Source Employment Agreement, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following Section **H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT** in its place:

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

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

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

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

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

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

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

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

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

H.5.8 Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.

H.5.9 The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **clause 14 of the SCP, Disputes**.

H.5.10 The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

H.6 RESERVED

H.7 RESERVED

H.8 RESERVED

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

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

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

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

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

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

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

H.9.1.7 A prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the on-site work with its own organization and resources if the contract is \$1 million or less.

H.9.2 Subcontracting Plan

If the prime contractor is required to subcontract under this contract, it shall submit a subcontracting plan as part of the bid and it may only be amended after awarding with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall inure to the benefit of the district.

Each subcontracting plan shall include the following:

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

H.9.3 Copies of Subcontracts

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

H.9.4 Subcontracting Plan Compliance Reporting

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

- (A) The price that the prime contractor will pay each subcontractor under the subcontract.
- (B) A description of the goods procured, or the services subcontracted for
- (C) The amount paid by the prime contractor under the subcontract; and
- (D) A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.

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

H.9.5 Annual Meetings

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

H.9.6 Notices

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

H.9.7 Enforcement and Penalties for Breach of Subcontracting Plan

H.9.7.1 A contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance

report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.

H.9.7.2 A contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.

H.9.7.3 If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in **clause 8 of the SCP, Default.**

H.10 FAIR CRIMINAL RECORD SCREENING

H.10.1 The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) ("Act" as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.

H.10.2 Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.

H.10.3 After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.

H.10.4 The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.

H.10.5 This section and the provisions of the Act shall not apply:

(a) Where a federal or District law or regulation requires the consideration of an applicant's criminal history for the purposes of employment.

(b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories

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

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

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

H.11 DISTRICT RESPONSIBILITIES

H.11.1 The Government will furnish the following supplies, materials, and Equipment:

- (a) Electrical and mechanical equipment were installed, such as alarm and surveillance systems, hand wand metal detectors, X-Ray systems, and portableradios (hand-held).
- (b) Repair and maintenance of equipment in paragraph a above.
- (c) An "*Officers Instruction Manual*" and "*Activity Logbook*" shall be furnished by the CA and shall be maintained by the Contractor on site at the central control point and shall contain complete duty instructions for all posts involved, including instructions for emergency procedures and Occupancy Emergency/Evacuation Procedures, General Orders and specific Post Orders foreach facility. A separate loose-leaf binder titled "*Special Orders Log*" shall be furnished by the CA and maintained by the Contractor at each post and shall contain only those items of special duty instructions pertinent to that specific post. The "*Officers Instruction Manual*", "*Activity Logbook*", and "*Special Orders Log*" shall not be removed from Government property, or reproduced or copied in any manner unless properly authorized, in writing by the CA.
- (d) Guard office, locker space, locker, and office equipment (as deemed necessary by the Government).
- (e) All administrative forms prescribed for use by the contract security staff

H.11.2. The District will assign a principal CA to monitor the Contractor's performance. The CA or designated Points of Contact at each location will provide citywide security order and facility-specific Post Orders to the Contractor upon initial assignment of SOs and SPOs and whenever amended. In addition to the security services called for under the terms of this document, Post Orders shall be used by contract employees as the required procedures to address specific security concerns at Facilities. The CA may modify, amend, or revise the Post Orders to change shift duties, start and stop times, and post locations provided the change is within the contract scope and has no impact on the contract price. Such changes shall not require modification of the contract

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD OF CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated July 2010 (SCP) are incorporated as part of the contract. To obtain a copy of the SCP go to <http://ocp.dc.gov>, under Quick Links click on "Required Solicitation Documents".

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

Delete clause 42, Rights in Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 42, Rights in Data) in its place:

A. Definitions

1. "Products" - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.
2. "Existing Products" - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.
3. "Custom Products" - Products, preliminary, final, or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.
4. "District" – The District of Columbia and its agencies.

B. Title to Project Deliverables

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

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with Contractor or third-party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the District shall be granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the District as part

of Contractor's bid that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the District's satisfaction), and distribute Existing Product to District users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose of the project or work plan or contract. Licenses shall be granted in the name of the District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.

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

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

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

D. Subcontractor Rights

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

E. Source Code Escrow

1. For all computer software furnished to the District with the rights specified in section B.2, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in section B.1 of this clause, the District, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

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

and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.

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

F. Indemnification and Limitation of Liability

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

I.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 at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. Should the Contractor decide to engage a subcontractor for segments of the work under this contract and wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided by the CA, to the Office of Risk

Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor and the CA. The Contractor must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor. If the Contractor decides to engage a subcontractor without requesting from ORM specific insurance requirements for the subcontractor, such subcontractor shall have the same insurance requirements as the Contractor.

General liability, commercial auto, workers' compensation, and property insurance policies (if applicable to this agreement) shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

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

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

B. INSURANCE REQUIREMENTS

1. Security Guards (Armed and Unarmed) - General & Professional Liability – The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of Security Guard Liability coverage for both armed and unarmed security officers. This insurance requirement generally presents as a packaged insurance program that includes the General Liability and Professional Liability coverages. However, the requirement is deemed satisfied even as separate insurance policies.

- Assault and Battery – coverage for injury to third parties. Assault is defined as “an act that threatens physical harm to a person.” Battery is defined as “the crime of unconsented physical contact with another person.”
 - Errors & Omission Endorsement – coverage for committing an error or omission in performance of professional duties; designed to cover financial losses.
 - Lost Key – coverage for claims arising out of property damage due to loss arising out of the loss of a customer’s keys by an insured. Covers only the actual cost of the keys, the adjustment of locks to accept new keys, or the cost of purchasing and installing new locks. Does not apply to loss arising out of a variety of dishonest acts committed by any insured.
 - Care, Custody, Control (CCC) – coverage for property damage of third parties when in physical possession of the insured; any party with a legal obligation to exercise care with respect to property that has been deemed to have that property in its CCC
 - Personal Injury – coverage for false arrest, detention, or imprisonment; malicious prosecution; wrongful eviction; slander; libel; and invasion of privacy
2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor’s commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
 - 3.
 4. Workers’ Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers’ Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer’s Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of employer’s liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

All insurance required by paragraphs 1,2 and 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

5. Crime Insurance (3rd Party Indemnity) - The Contractor shall provide a Crime policy including 3rd party fidelity to cover the dishonest acts of Contractors, its employees and/or volunteers which result in a loss to the District. The Government of the District of Columbia shall be included as loss payee. The policy shall provide a limit of \$10,000 per occurrence.
6. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$3,000,000 per

occurrence or claim, \$3,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the Office of Risk Management (ORM) for compliance review.

7. Employment Practices Liability - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, Workplace Torts, "Bullying" in "any location" and "by any means," including the Internet, whether between employees of contractor or against third parties. Employment Practices Liability coverage must specifically state Third Party Liability coverage is included. Contractor will indemnify and defend the District of Columbia should it be named co-defendant or be subject to or party of any claim. Coverage shall also extend to Temporary Help Firms and Independent Contractors hired by Contractor. The policy shall provide limits of not less than \$1,000,000 for each wrongful act and \$2,000,000 annual aggregate for each wrongful act.
8. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. Coverage should include physical abuse, such as sexual or other bodily harm and non-physical abuse, such as verbal, emotional, or mental abuse; any actual, threatened or alleged act; errors, omission or misconduct. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called "silent" coverage or "shared" limits under a commercial general liability or professional liability policy will not be acceptable. Limits may not be shared with other lines of coverage. The applicable policy may need to be submitted to the Office of Risk Management (ORM) for compliance review.
9. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$20,000,000 per occurrence and \$20,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other

insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

C. PRIMARY AND NONCONTRIBUTORY INSURANCE

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

D. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

E. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. However, the required minimum insurance requirements provided above will not in any way limit the contractor’s liability under this contract.

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

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

H. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

I. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:

LaVeta Hilton

Deputy Chief Procurement Officer,

District of Columbia Public Schools
 Office of Resource Strategy
 1200 First Street, NE -- 9th Floor
 Washington, DC 20002
 Phone: 202.442.5136
 Email: laveta.hilton@k12.dc.gov

The CO may request, and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

- J. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants, or subcontractors in the performance of this contract.
- K. **CARRIER RATINGS.** All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the District.

I.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 DISPUTES

Delete clause 14, Disputes, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 14, Disputes, in its place:

14. Disputes

All disputes arising under or relating to the contract shall be resolved as provided herein.

- (a) **Claims by the Contractor against the District:** Claim, as used in paragraph (a) of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant

- (1) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:
 - (i) A description of the claim and the amount in dispute
 - (ii) Data or other information in support of the claim.
 - (iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
 - (iii) The Contractor's request for relief or other action by the CO.
- (2) The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.
- (3) The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
- (4) The CO's written decision shall do the following:
 - (i) Provide a description of the claim or dispute;
 - (ii) Refer to the pertinent contract terms;
 - (iii) State the factual areas of agreement and disagreement;
 - (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - (vi) Indicate that the written document is the CO's final decision; and

- (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (5) Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.
- (6) If a contractor is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim. Liability under this paragraph (a)(6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- (7) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.
- (b) **Claims by the District against the Contractor:** Claim as used in paragraph (b) of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.
- (1) The CO shall decide all claims by the District against a contractor arising under or relating to a contract.
- (2) The CO shall send written notice of the claim to the contractor. The CO's written decision shall do the following:
- (i) Provide a description of the claim or dispute;
 - (ii) Refer to the pertinent contract terms;
 - (iii) State the factual areas of agreement and disagreement;
 - (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding
 - (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted.
 - (vi) Indicate that the written document is the CO's final decision; and
 - (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.

- (4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.
 - (5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle or determine.
 - (6) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.
 - (d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

I.12 CHANGES

Delete clause 15, Changes, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 15, Changes, in its place:

15. Changes:

- (a) The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider, and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in **clause 14 Disputes**.
- (b) The District shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the contract or subcontract, including work under a District-issued change order, when the additional work increases the contract price beyond the not-to-exceed price or negotiated maximum price of this contract, unless the CO:
 - (1) Agrees with Contractor, and if applicable, the subcontractor on a price for the additional work.
 - (2) Obtains a certification of funding to pay for the additional work
 - (3) Makes a written, binding commitment with the Contractor to pay for the additional work within 30-days after the Contractor submits a proper invoice; and
 - (4) Provides the Contractor with written notice of the funding certification.
- (c) The Contractor shall include in its subcontracts a clause that requires the Contractor to:

- (1) Within 5 business days of its receipt of notice the approved additional funding, provide the subcontractor with notice of the amount to be paid to the subcontractor for the additional work to be performed by the subcontractor
 - (2) Pay the subcontractor any undisputed amount to which the subcontractor is entitled for the additional work within 10 days of receipt of payment from the District: and
 - (3) Notify the subcontractor and CO in writing of the reason the Contractor withholds any payment from a subcontractor for the additional work.
- (d) Neither the District, Contractor, nor any subcontractor may declare another party to be in default, or assess, claim, or pursue damages for delays, until the parties to agree on a price for the additional work.

I.13 NON-DISCRIMINATION CLAUSE

Delete clause 19, Non-Discrimination Clause, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 19, Non-Discrimination Clause, in its place:

19. Non-Discrimination Clause:

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

- (a) employment, upgrading or transfer;
 - (b) recruitment, or recruitment advertising;
 - (c) demotion, layoff or termination;
 - (d) rates of pay, or other forms of compensation; and
 - (e) selection for training and apprenticeship.
- (3) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency, setting forth the provisions in paragraphs 19(b)(1) and (b)(2) concerning non-discrimination and affirmative action.
- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in paragraph 19(b)(2).
- (5) The Contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor agrees to permit access to its books, records, and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of the Office of Human Rights or designee, for purposes of investigation to ascertain compliance with the Act, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.
- (7) The Contractor agrees to comply with the provisions of the Act and with all guidelines for equal employment opportunity applicable in the District adopted by the Director of the Office of Human Rights, or any authorized official.
- (8) The Contractor shall include in every subcontract the equal opportunity clause, i.e., paragraphs 19(b)(1) through (b)(9) of this clause, so that such provisions shall be binding upon each subcontractor.
- (9) The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

I.14 COST AND PRICING DATA

Delete clause 25, Cost and Pricing Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts.

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 (July 2010) available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.2	U.S. Department of Labor Wage Determination 2015-4281, Revision No.: 22 Date of Revision: 03/15/2022
J.3	Equal Employment Opportunity Employer Information Report and Mayor's Order 85-85 available at available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.4	Department of Employment Services First Source Employment Agreement available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.7	Tax Certification Affidavit available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.8	Subcontracting Plan (if required by law) available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.9	First Source Initial Employment Plan (if contract is \$300,000 or more) available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.10	List of School Locations and Duty Hours (Number and Types of Guards Assigned at each School)