

REQUEST FOR PROPOSAL
DCAM-17-NC-0007
SECURITY GUARD SERVICES
SECTORS 1 AND 3

J.1

STANDARD CONTRACT PROVISIONS

District of Columbia Department of General Services

Standard Contract Provisions

GENERAL PROVISIONS (Supplies and Services Contract)

Article 1. Covenant Against Contingent Fees:

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the District will have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of the commission, percentage, brokerage, or contingent fee.

Article 2. Shipping Instructions – Consignment:

Unless otherwise specified in this Invitation for Bids/Request for Proposals, each case, crate, barrel, package, etc., delivered under this contract must be plainly stencil marked or securely tagged, stating the Contractor's name, contract number and delivery address as noted in the contract. In case of carload lots, the Contractor shall tag the car, stating Contractor's name and contract number. Any failure to comply with these instructions will place the material at the Contractor's risk. Deliveries by rail, water, truck or otherwise, must be within the working hours and in ample time to allow for unloading and if necessary, the storing of the materials or supplies before closing time. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the contact person identified in the contract at the delivery point.

Article 3. Patents:

The Contractor shall hold and save the District, its officers, agents, servants, and employees harmless from liability of any nature or kind, including costs, expenses, for or on account of any patented or unpatented invention, article, process, or appliance, manufactured or used in the performance of this contract, including their use by the District, unless otherwise specifically stipulated in the contract.

Article 4. Quality:

Contractor's workmanship shall be of the highest grade, and all materials provided under this Contract shall be new, of the best quality and grade, and suitable in every respect for the purpose intended.

Article 5. Inspection Of Supplies:

(a) Definition. "Supplies," as used in this clause, includes, but is not limited to raw materials, components, intermediate assemblies, end products, source code, object code, and lots of supplies.

(b) The Contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notification of rejection. Upon the Contractor's failure to cure within ten (10) days after date of notification, the District may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense.

(c) The Contractor shall provide and maintain an inspection system acceptable to the District covering supplies under this contract and shall tender to the District for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the District during contract performance and for as long afterwards as the contract requires. The District may perform reviews and evaluations as reasonably necessary to ascertain

compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under this contract.

(d) The District has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The District will perform inspections and tests in a manner that will not unduly delay the work. The District assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in the contract. The Contractor shall remain obligated to test and integrate supplies. The Contractor shall remain obligated to deliver supplies suitable for their intended purpose.

(e) If the District performs inspection or test on the premises of the Contractor or subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the District will bear the expense of District inspections or tests made at other than Contractor's or subcontractor's premises; provided, that in case of rejection, the District will not be liable for any reduction in the value of inspection or test samples.

(1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes re-inspection or retest.

(f) The District has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship, are not suitable for the purposes intended, or otherwise not in conformity with contract requirements. The District may reject nonconforming supplies, at any time, with or without disposition instructions and regardless of any prior acceptances.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and when required, shall disclose the corrective action taken.

(h) If the Contractor fails to remove, replace, or correct rejected supplies that are required to be replaced or corrected within ten (10) days, the District may either

(1) by contract or otherwise, remove, replace or correct the supplies and charge the cost to the Contractor; or,

(2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i) If this contract provides for the performance of District quality assurance at source, and if requested by the District, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract, and (ii) when the supplies will be ready for District inspection.

(j) The District request shall specify the period and method of the advance notification and the District representative to whom it shall be furnished. Requests shall not require more than 2 business days of advance notification if the District representative is in residence in the Contractor's plant, nor more than 7 business days in other instances.

(k) The District will accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. District failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability upon the District, for non-conforming supplies.

(l) Inspections and tests by the District do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements. Acceptance shall be conclusive, except for latent defects, defects affecting fitness for a particular purpose, a failure of integration tests, a failure of system tests, a failure of any tests affecting performance, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(m) If acceptance is not conclusive for any of the reasons in subparagraph (l) hereof, the District, in addition to any other rights and remedies provided by law, or under provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or non-conforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or noncompliance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement.

When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the District will have the right to return the rejected materials at Contractor's risk and expense or contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the District thereby. Notwithstanding the foregoing, in addition to all other remedies set forth herein, nothing herein shall be construed to limit the Contracting Officer's ability to assess liquidated damages.

Article 6. Inspection Of Services:

(a) Definition. "Services" as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the District covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the District during contract performance and for as long afterwards as the contract requires.

(c) The District has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The District will perform inspections and tests in a manner that will not unduly delay the work.

(d) If the District performs inspections or tests on the premises of the Contractor or subcontractor, the Contractor shall furnish, without additional charge, all reasonable facilities and assistance for the safety and convenient performance of these duties.

(e) If any of the services do not conform to the contract requirements, the District may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services are not corrected by performance, the District may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect value of services performed. Further, the District may have the nonconforming services provided by a person or entity other than the Contractor and charge the cost of such performance to the Contractor. Finally, the District may require the repayment of

funds by the Contractor of any amounts paid for non-conforming services. The District's remedies hereunder are cumulative and are not exclusive.

(f) If the Contractor fails to promptly perform the services again or take the necessary action acceptable to the Contracting Officer to ensure future performance in conformity to contract requirements, the District may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the District, (2) assess liquidated damages, or (3) terminate the contract for default. The District's remedies hereunder are cumulative and not exclusive.

Article 7. Waiver:

No Governmental waiver of any breach of any provision of the Contract shall operate as a waiver of such provision or of the Contract or as a waiver of subsequent or other breaches of the same or any other provision of the Contract; nor shall any action or non-action by the Contracting Officer or by the Government be construed as a waiver of any provision of the Contract or of any breach thereof unless the same has been expressly declared or recognized as a waiver by the Contracting Officer or the Government in writing.

Article 8. Default:

(a) The District may, subject to the provisions of paragraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:

(1) If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(b) In the event the District terminates this contract in whole or in part as provided in paragraph (a) of this clause, the District may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or service similar to those so terminated, and the Contractor shall be liable to the District for any excess costs for similar supplies or services; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

(c) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the District or Federal Government in either their sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without fault or negligence of the Contractor. If the failure to perform is caused by the default of the subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess cost for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

(d) If this contract is terminated as provided in paragraph (a) of this clause, the District, in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the District, in the manner and to the extent directed by the Contracting Officer, (i) completed supplies, and (ii) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures plans, drawing information, and contract rights (hereinafter called "manufacturing materials") as the Contractor has specifically produced or specifically acquired for the performance of such part of this contract as has been terminated; and the Contractor shall, upon direction of the Contracting Officer, protect and preserve property in possession of the Contractor in which the District has an interest.

Payment for completed supplies delivered to and accepted by the District will be at the contract price. Payment for manufacturing materials delivered to and accepted by the District will be at the contract price. Payment for manufacturing materials delivered to and accepted by the District and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Contracting Officer; failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". The District may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sum as the Contracting Officer determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.

(e) If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination of convenience of the District, be the same as if the notice of termination had been issued pursuant to such clause. See Clause 20 for Termination for Convenience of the District.

(f) The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(g) As used in paragraph (c) of this clause, the terms "subcontractor(s) means subcontractor(s) at any tier.

Article 9. Indemnification:

The Contractor agrees to defend, indemnify and hold harmless the District, its officers, agencies, departments, agents, and employees (collectively the "District") from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys' fees), resulting from, arising out of, or in any way connected to activities or work performed by the Contractor, Contractor's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor in performance of this Contract. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of this Contract. The Contractor shall also repair or replace any District property that is damaged by the Contractor, Contractor's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor while performing work hereunder.

The indemnification obligation under this section shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Contract. The District agrees to give Contractor written notice of any claim of indemnity under this section. Additionally, Contractor shall have the right and sole authority to control the defense or settlement of such claim, provided that no contribution or action by the District is required in connection with the settlement. Monies due or to become due the Contractor under the contract may be retained by the District as necessary to satisfy any outstanding claim which the District may have against the Contractor.

Disputes between the Contractor and any subcontractors, material suppliers, or any other third parties over payments allegedly owed by the Contractor to a third party shall be resolved exclusively between the Contractor and the third party; the Contractor shall permit no pass-through suits to be brought against the Government by a third party in the Contractor's name. However, nothing herein shall be construed to prevent the Contractor from paying a subcontractor's claim and seeking a timely equitable adjustment hereunder.

Article 10. Transfer:

No contract or any interest therein shall be transferred by the parties to whom the award is made; such transfer will be null and void and will be cause to annul the contract.

Article 11. Taxes:

(a) The Government of the District of Columbia is exempt from and will not pay Federal Excise Tax, Transportation Tax, and the District of Columbia Sales and Use Taxes.

(b) Tax exemption certificates are no longer issued by the District for Federal Excise Tax. The following statement may be used by the supplier when claiming tax deductions for Federal Excise Tax exempt items sold to the District.

"The District of Columbia Government is Exempt from Federal Excise Tax –Registration No. 52-73-0206-K, Internal Revenue Service, Baltimore, Maryland." Exempt From Maryland Sales Tax, Registered With The Comptroller Of The Treasury As Follows:

- a) Deliveries to Glenn Dale Hospital – Exemption No. 4647
- b) Deliveries to Children's Center – Exemption No. 4648
- c) Deliveries to other District Departments or Agencies – Exemption No. 09339

"The District of Columbia Government is Exempt from Sales and Use Tax –Registration No. 53-600, The District of Columbia Office of Tax and Revenue."

Article 12. Appointment of Attorney:

(a) The bidder/offeror or contractor (whichever the case may be) does hereby irrevocably designate and appoint the Clerk of the District of Columbia Superior Court and his successor in office as the true and lawful attorney of the Contractor for the purpose of receiving service of all notices and processes issued by any court in the District of Columbia, as well as service of all pleadings and other papers, in relation to any action or legal proceeding arising out of or pertaining to this contract or the work required or performed hereunder.

(b) The bidder/offeror or contractor (whichever the case may be) expressly agrees that the validity of any service upon the said Clerk as herein authorized shall not be affected either by the fact that the contractor was personally within the District of Columbia and otherwise subject to personal service at the time of such service upon the said Clerk or by the fact that the contractor failed to receive a copy of such process, notice or other paper so served upon the said Clerk provided the said Clerk shall have deposited in the United States mail, registered and postage prepaid, a copy of such process, notice, pleading or other paper addressed to the bidder/offeror or contractor at the address stated in this contract.

Article 13. Gratuities and District Employees Not To Benefit:

A. If it is found by the Department that gratuities (in the form of entertainment, gifts, payment, offers of employment or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any official, employee or agent of the District with a view toward securing the Contract or any other contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of the Contract, the Department may, by written notice to the Contractor, terminate the right of the Contractor to proceed under the Contract without liability and may pursue such other rights and remedies provided by law and under the Contract.

B. In the event the Contract is terminated as provided above, the Department shall be entitled:

1. to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Contract by the Contractor; and
2. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Department) which shall be not less than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee.

C. Unless a determination is made as provided herein, no officer or employee of the District will be admitted to any share or part of this contract or to any benefit that may arise therefrom, and any contract made by the Contracting Officer or any District employee authorized to execute contracts in which they or an employee of the District will be personally interested shall be void, and no payment shall be made thereon by the District or any officer thereof, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit. A District employee shall not be a party to a contract with the District and will not knowingly cause or allow a business concern or other organization owned or substantially owned or controlled by the employee to be a party to such a contract, unless a written determination has been made by the head of the procuring agency that there is a compelling reason for contracting with the employee, such as when the District's needs cannot reasonably otherwise be met. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Official Code, section 2-310.01, and Chapter 18 of the DC Personnel Regulations) The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

Article 14. Disputes:

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

B. Claims by a Contractor against the Government.

- (1) Claim, as used in Section B 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 this 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.
 - (a) All claims by a Contractor against the Government arising under or relating to a contract shall be in writing and shall be submitted to the Contracting Officer for a decision.
 - (b) Within 120 days after receipt of a claim, the Contracting Officer shall issue a decision, whenever possible taking 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.
 - (c) Any failure by the Contracting Officer to issue a decision on a contract claim within the required time period shall be deemed to be a denial of the claim and shall authorize the commencement of an appeal on the claim as otherwise provided.
 - (d) (1) If a Contractor is unable to support any part of his or her 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 Government for an amount equal to the unsupported part of the claim in addition to all costs to the Government attributable to the cost of reviewing that part of the Contractor's claim.
(2) Liability under this section shall be determined within 6 years of the commission of the misrepresentation of fact or fraud.
 - (e) All cost data, pricing data, and task data of claims hereunder must be certified as accurate, complete, required, and necessary to the best of the Contractor's knowledge and belief. Further, all task or work data in the claim must be described therein to the smallest unit of work or task. The Contracting Officer may require any additional certifications, descriptions or explanations of the claim.
 - (f) The parties agree that time is of the essence and all claims hereunder must be presented to the Contracting Officer for a final decision within thirty (30) days of the occurrence of the circumstances giving rise to such claim or within thirty (30) days of when the Contractor knew

or should have known of the circumstances giving rise to such claim, otherwise compensation for that claim is waived.

- (g) The parties agree that there shall be no claims for unabsorbed home office overhead.
- (2) The Contractor's claim shall contain at least the following:
 - (a) A description of the claim and the amount in dispute;
 - (b) Any data or other information in support of the claim;
 - (c) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
 - (d) The Contractor's request for relief or other action by the Contracting Officer.
 - (e) The certification of the accuracy, completeness, requirement, and necessity of all aspects of the claim.
- (3) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor.
- (4) Pending final decision of an appeal, action, or final settlement, a Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

C. Claims by the Government against a Contractor

- (a) Claim as used in Section C of this clause, means a written demand or written assertion by the Government, including the Contracting Officer, 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 this 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. Nothing herein shall be construed to require the Government to notify the Contractor prior to the issuance of the Contracting Officer's final decision.
- (b) (1) All claims by the Government against a Contractor arising under or relating to a contract shall be decided by the Contracting Officer, who shall issue a decision in writing and furnish a copy of the decision to the Contractor.
- (2) The decision shall be supported by reasons and shall inform the Contractor of his or her rights. Specific findings of fact shall not be required.
- (3) This clause shall not authorize the Contracting Officer to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (4) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor.
- (5) 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 Contracting Officer.

Article 15. Changes:

The Contracting Officer 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 this contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment under this paragraph must be asserted within ten (10) days from the date the change is offered; provided, however, that the Contracting Officer, 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 the Disputes clause at Section 18. Nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

Article 16. Termination-Generally:

Termination, whether for default or convenience, is not a Government claim. The Contracting Officer may terminate a contract for default, in whole or in part, if the termination is in the best interests of the Government, and the Contractor does any of the following:

- (a) Fails to deliver the goods or complete the work or services within the time specified in the contract or any modification;
- (b) Fails to make sufficient progress on contract performance so as to endanger performance of the contract within the time specified or in the manner specified in the contract;
- (c) Fails or refuses to go forward with the work in accordance with the direction of the Contracting Officer;
- (d) Expresses through word or conduct an intention not to complete the work in accordance with the directions of the Contracting Officer;
- (e) Fails to perform any of the other provisions of the contract;
- (f) Materially deviates from the representations and capabilities set forth in the Contractor's response to the solicitation.

A termination for default is a final decision of a Contracting Officer. In order to contest a termination for default, the Contractor must submit a certified request to convert the termination for default to a termination for convenience with all documents supporting such conversion and comply with all contract provisions and laws relating to terminations for convenience, including the submission of a certified termination for convenience settlement proposal. The submission of the certified request for conversion to a termination for convenience and certified termination settlement proposal to the Contracting Officer must occur prior to 90 days from the date of the Contracting Officer's final decision.

DELAYS—If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Contract, or any extension thereof, or fails to complete said work within specified time, the Government may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the work involving the delay. In such event the Government may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the work such materials, appliances, and plant as may have been paid for by the Government or may be on the site of the work and necessary therefore. Whether or not the Contractor's right to proceed with the work is terminated, he and his sureties shall be liable for any liability to the Government resulting from his refusal or failure to complete the work within the specified time.

If fixed and agreed liquidated damages are provided in the Contract and if the Government does not so terminate the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until the work is completed and accepted.

The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:

1. The delay in the completion the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the Government in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, climatic conditions beyond the normal which

could be anticipated, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers (the term subcontractors or suppliers shall mean subcontractors or suppliers at any tier); and

2. The Contractor, within 72 hours from the beginning of any such delay, (unless the Contracting Officer grants a further period of time before the date of final payment under the Contract) notifies the Contracting Officer in writing of the causes of delay.

The Contracting Officer shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in his judgment, the findings of fact justify such an extension, and his findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in Article 14 herein.

If, after notice of termination of the Contractor's right to proceed under the provisions of this Article, it is determined for any reason that the Contractor was not in default under the provisions of this Article, or that the delay was excusable under the provisions of this Article, the rights and obligations of the parties shall be in accordance with Article 6 herein. Failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of Article 7 herein.

The rights and remedies of the Government provided in this Article are in addition to any other rights and remedies provided by law or under the Contract.

Article 17. Termination For Convenience Of The District:

(a) The District may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the District's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

- (1) Stop work as specified in the notice.
- (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
- (3) Terminate all contracts to the extent they relate to the work terminated.
- (4) Assign to the District, as directed by the Contracting Officer, all rights, title and interest of the Contractor under the subcontracts terminated, in which case the District will have the right to settle or pay any termination settlement proposal arising out of those terminations.
- (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts. The approval or ratification will be final for purposes of this clause.
- (6) As directed by the Contracting Officer, transfer title and deliver to the District (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other materials produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract has been completed, would be required to be furnished to the District.
- (7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the District has or may acquire an interest. For items or components in the Contractor's possession that have not been delivered to the District, the Contractor must return those items to their vendor of origin and provide to the District all documentation of the return and all evidence of any restocking fees paid. Otherwise, such items and components must be inventoried and documented by part number or serial number and delivered to the Contracting Officer in the manner so instructed.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (6) above; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the District under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) After the expiration of thirty (30) days (or such longer period as may be agreed to) after receipt by the Contracting Officer of acceptable inventory schedules, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality of termination inventory not previously disposed of excluding items authorized for disposition by the Contracting Officer. The Contractor may request the District to remove those items or enter into an agreement for their storage. Within fifteen (15) days, the District will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within forty five (45) days from submission of the list, and shall correct the list, as necessary, before final settlement.

(d) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than ninety (90) days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 90 day period. In the event the Contractor was terminated for default and it asserts that it is entitled to a termination for convenience, its certified request for the conversion of the default termination to one for convenience and its certified termination settlement proposal must be submitted to the Contracting Officer prior to the expiration of 90 days from the date of the default termination. With respect to a termination for convenience, if the Contracting Officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after such one year period or extension thereof. Nothing herein shall be construed to extend the time for the submission of a claim hereunder for a defaulted Contractor beyond 90 days from the date of the default termination. Upon failure of the Contractor to submit his termination claim within the time allowed, the Contracting Officer may, subject to any review required by the Government's procedures in effect as of the date of execution of the Contract, determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined. The Parties agree that such a determination is final and binding.

(e) Subject to paragraph (d) above, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (e) or paragraph (f) below, exclusive of costs shown in subparagraph (f)(3) below, may not exceed the total contract price as reduced by (1) the amount of payment previously made and (2) the contract price of work not terminated. The contract shall be amended, and the Contractor paid the agreed amount. Paragraph (f) below shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(f) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination work, the Contracting Officer shall pay the Contractor the amounts determined by the

Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (e) above:

(1) The contract price for completed supplies or services accepted by the District (or sold or acquired under subparagraph (b)(9) above) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of: (i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) above; (ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subparagraph (f)(1) above; and (iii) A sum, as profit on subparagraph (f)(1) above, determined by the Contracting Officer to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subparagraph (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable cost of settlement of the work terminated, including: (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data; (ii) The termination and settlement of subcontractors (excluding the amounts of such settlements); and (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(g) Except for normal spoilage, and except to the extent that the District expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (f) above, the fair value as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the District or to a buyer.

(h) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraphs (d), (f) or (j), except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (d) or (j), and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (d), (f) or (j), the District will pay the Contractor (1) the amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken, or (2) the amount finally determined on an appeal.

(i) In arriving at the amount due the Contractor under this clause, there shall be deducted:

(1) All unliquidated advances or other payments to the Contractor under the termination portion of the contract;

(2) Any claim which the District has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the District.

(j) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be submitted within ninety (90) days from the effective date of termination unless extended in writing by the Contracting Officer.

(k) (1) The District may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the

Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor shall be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the District upon demand together with interest computed at the rate of 10 percent (10%) per year. Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess payment is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(l) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the District, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, micrographs, or other authentic reproductions may be maintained instead of original records and documents.

Article 18. Recovery Of Debts Owed The District:

The Contractor hereby agrees that the District may use all or any portion of any payment, consideration or refund due the Contractor under the present contract to satisfy, in whole or part, any debt due the District.

Article 19. Retention and Examination Of Records:

The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation.

The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of three (3) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of three (3) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer. The Contracting Officer, the Inspector General and the District of Columbia Auditor, or any of their duly authorized representatives shall, until three years after final payment, have the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to the contract.

Article 20. 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, approved December 13, 1977, as amended (D. C. Law 2-38; D. C. Official Code §2-1402.11) (2001 Ed.) ("Act" as used in this Section). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, Contractor agrees and any subcontractor shall agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause as provided in Section 251 of the Act.

(b) Pursuant to rules of the Office of Human Rights, published on August 15, 1986 in the D. C. Register, Mayor's Order 2002-175 (10/23/02), 49 DCR 9883 and Mayor's Order 2006-151 (11/17/06), 52 DCR 9351, the following clauses apply to this 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, familial status, family responsibilities, disability, matriculation, political affiliation, genetic information, source of income, or place of residence or business. 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, familial status, family responsibilities, disability, matriculation, political affiliation, genetic information, source of income, or place of residence or business. 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 subsections (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 subsection (b)(2).

(5) The Contractor agrees to send to each labor union or representative of workers with which he 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 his books, records and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of Human Rights or designee, for purposes of investigation to ascertain compliance with this chapter, 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 this chapter and with all guidelines for equal employment opportunity applicable in the District of Columbia 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 clauses, subsections (b)(1) through (b)(9) of this section, so that such provisions shall be binding upon each subcontractor or vendor.

(9) The Contractor shall take such action with respect to any subcontract as the Contracting Officer 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.

Article 21. Definitions:

(a) The term "District" or "Government" will mean the District of Columbia Department of General Services.

(b) The term "Mayor" will mean the Mayor of the District of Columbia.

(c) The term "Chief Procurement Officer" or "Contracting Officer" will be the Director of the Department of General Services or his/her designee.

(d) The term "Board" or "CAB" means the Contract Appeals Board of the District of Columbia.

(e) If the Contractor is an individual, the term Contractor shall mean the Contractor, his heirs, his representatives, his executor and his administrator. If the Contractor is a corporation, the term Contractor shall mean the Contractor and its successors and assigns.

Article 22. Health And Safety Standards:

Items delivered under this contract shall conform to all requirements of the Occupational Safety and Health Act of 1970, as amended ("OSHA"), and Department of Labor Regulations under OSHA, and all Federal requirements in effect at time of bid opening/proposal submission.

Article 23. Appropriation Of Funds:

The District's liability under this contract is contingent upon the future availability of appropriated monies with which to make payment for the contract purposes. The legal liability on the part of the District for the payment of any money shall not arise unless and until such appropriation shall have been provided.

Article 24. [intentionally omitted]

Article 25. Service Contract Act of 1965:

(a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. §351, *et seq.*).

(1) "Contractor," as used in this clause, means the prime Contractor or any subcontractor at any tier.

(2) "Service employee," as used in this clause, means any person (other than a person employed in a bona fide executive, administrative, or professional capacity as defined in 29 CFR 541) engaged in performing a District contract not exempted under 41 U.S.C. §356, the principal purpose of which is to furnish services in the United States, as defined in section 22.1001 of the Federal Acquisition Regulation. It includes all such persons regardless of the actual or alleged contractual relationship between them and a contractor.

(b) Applicability. To the extent that the Act applies, this contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (20 CFR part 4). All interpretations of the Act in Subpart C of 29 CFR 4 are incorporated in this contract by reference. This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. §356, as interpreted in Subpart C of 29 CFR 4.

(c) Compensation.

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of

Labor or the Secretary's authorized representative, as specified in any wage determination attached to this contract.

(2) If a wage determination is attached to this contract, the Contractor shall classify any class of service employees not listed in it, but to be employed under this contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph. This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee:

(a) The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration (ESA), Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary;

(b) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contracting Officer with a written copy of such determination or it shall be posted as a part of the wage determination;

(c) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed;

(d) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds to a contract under which the classification in question was previously conformed pursuant to this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in this clause need not be followed;

(e) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended;

(f) The wage rate and fringe benefits finally determined under this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract;

(g) Upon discovery of failure to comply with this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) If the term of this contract is more than 1 year, the minimum wages and fringe benefits required for service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by ESA.

(4) The Contractor can discharge the obligation to furnish fringe benefits specified in the attachment or determined under paragraph (2) of this clause by furnishing any equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, in accordance with Subpart B and C of 29 CFR 4.

(d) Minimum wage: In the absence of a minimum wage attachment for this contract, the Contractor shall not pay any service or other employees performing this contract less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. §206). Nothing in this clause shall relieve the Contractor of any other legal or contractual obligation to pay a higher wage to any employee.

(e) Successor contracts: If this contract succeeds a contract subject to the Act under which substantially the same services were furnished and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, then, in the absence of a minimum wage attachment to this contract, the Contractor may not pay any service employee performing this contract less than the wages and benefits, including those accrued and any prospective increases, provided for under that agreement. No Contractor may be relieved of this obligation unless the limitations of 29 CFR 4.1c(b) apply or unless the Secretary of Labor or the Secretary's authorized representative:

(1) Determines that the agreement under the predecessor was not the result of arms-length negotiations; or

(2) Finds, after a hearing under 29 CFR 4.10, that the wages and benefits provided for by that agreement vary substantially from those prevailing for similar services in the locality or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and 4.11 and parts 6 and 8 that some or all of the wages and fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of

Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(f) Notification to employees: The Contractor shall notify each service employee commencing work on this contract of a minimum wage and any fringe benefits required to be paid, or shall post a notice of these wages and benefits in a prominent and accessible place at the worksite, using such poster as may be provided by the Department of Labor.

(g) Safe and sanitary working conditions: The Contractor shall not permit services called for by this contract to be performed in buildings or surroundings or underworking conditions provided by or under the control or supervision of the Contractor that are unsanitary, hazardous, or dangerous to the health or safety of service employees. The Contractor shall comply with the health standards applied under 29 CFR Part 1925.

(h) Records: The Contractor shall maintain for 3 years from the completion of work, and make available for inspection and transcription by authorized ESA representatives, a record of the following:

(1) For each employee subject to the Act:

(a) Name and address;

(b) Work classification or classifications, rate or rates of wages and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(c) Daily and weekly hours worked; and

(d) Any deductions, rebates, or refunds from total daily or weekly compensation.

(2) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by ESA under the terms of paragraph (c)(3) of this clause. A copy of the report required by paragraph (e) of this clause will fulfill this requirement.

(3) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by this clause. The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division. Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases. The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(i) Pay periods: The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(j) Withholding of payments and termination of contract: The Contracting Officer shall withhold from the prime Contractor under this or any other District contract with the prime contractor any sums the Contracting Officer, or an appropriate officer of the Labor Department, decides may be necessary to pay

underpaid employees. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination for default. In such event, the District may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(k) Subcontracts: The Contractor agrees to insert this clause in all subcontracts.

(l) Contractor's report:

(1) If there is a wage determination attachment to this contract and any classes of service employees not listed on it are to be employed under the contract, the Contractor shall report promptly to the Contracting Officer the wages to be paid and the fringe benefits to be provided each of these classes, when determined under paragraph (c) of this clause.

(2) If wages to be paid or fringe benefits to be furnished any service employees under the contract are covered in a collective bargaining agreement effective at any time when the contract is being performed, the Contractor shall provide to the Contracting Officer a copy of the agreement and full information on the application and accrual of wages and benefits (including any prospective increases) to service employees working on the contract. The Contractor shall report when contract performance begins, in the case of agreements then in effect, and shall report subsequently effective agreements, provisions, or amendments promptly after they are negotiated.

(m) Contractor's Certification: By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded District contracts by virtue of the sanctions imposed under section 5 of the Act. No part of this contract shall be subcontracted to any person or firm ineligible for award of a District contract under section 5 of the Act. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. §1001.

(n) Variations, tolerances, and exemptions involving employment: Notwithstanding any of the provisions in paragraphs (c) through (l) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions authorized by the Secretary of Labor.

(1)(i) In accordance with regulations issued under Section 14 of the Fair Labor Standards Act of 1938 by the Administrator of the Wage and Hour Division, ESA (29 CFR 520, 521, 524, and 525), apprentices, student learners, and workers whose earning capacity is impaired by age or by physical or mental deficiency or injury, may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Service Contract Act, without diminishing any fringe benefits or payments in lieu of these benefits required under section 2(a)(2) of the Act.

(ii) The Administrator will issue certificates under the Act for employing apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages, but without changing requirements concerning fringe benefits or supplementary cash payments in lieu of these benefits.

(iii) The Administrator may also withdraw, annul, or cancel such certificates under 29 CFR 525 and 528.

(2) An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips shall be credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with regulations in

29 CFR 531. However, the amount of credit shall not exceed 40 percent of the minimum rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 as amended.

Article 26. Cost and Pricing Data:

(a) This paragraph and paragraphs (b) through (e) below shall apply to contractors or offerors in regards to: (1) any procurement in excess of \$100,000, (2) any contract awarded through competitive sealed proposals, (3) any contract awarded through sole source procurement, or (4) any change order or contract modification. In its response to a solicitation, submission of an offer, submission of any proposed change, submission of any proposed modification, and submission of any request for an equitable adjustment, the Contractor or offeror must certify that, to the best of the Contractor's or offeror's knowledge and belief, any cost and pricing data submitted was accurate, complete and current as of the date specified in the contract, offer, proposed change, proposed modification and or request for an equitable adjustment.

(b) Unless otherwise provided in the solicitation, the offeror or Contractor shall, before entering into any contract awarded through competitive sealed proposals or through sole source procurement or before negotiating any price adjustments pursuant to a change order or modification, submit cost or pricing data and certification that, to the best of the Contractor's knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of the date of award of this contract or as of the date of negotiation of the change order or modification.

(c) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified by the Contractor, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified by the Contractor, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(d) Any reduction in the contract price under paragraph (c) above due to defective data from a prospective subcontractor that was not subsequently awarded, the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided that the actual subcontract price was not itself affected by defective cost or pricing data.

(e) Cost or pricing data includes all facts as of the time of price agreement that prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or pricing data are factual, not judgmental, and are therefore verifiable. While they do not indicate the accuracy of the prospective Contractor's judgment about estimated future costs or projections, cost or pricing data do include the data forming the basis for that judgment. Cost or pricing data are more than historical accounting data; they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred.

(f) The following specific information should be included as cost or pricing data, as applicable:

- (1) Vendor quotations;
- (2) Nonrecurring costs;
- (3) Information on changes in production methods or purchasing volume;
- (4) Data supporting projections of business prospects and objectives and related operations costs;

(5) Unit – cost trends such as those associated with labor efficiency and complete breakdown of unit prices;

(6) Make or buy decisions;

(7) Estimated resources to attain business goals;

(8) Information on management decisions that could have a significant bearing on costs.

(g) If the offeror or contractor is required by law to submit cost or pricing data in connection with pricing this contract or any change order or modification of this contract, the Contracting Officer or representatives of the Contracting Officer shall have the right to examine all books, records, documents and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the contract, change order or modification, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used. Contractor shall make available at its office at all reasonable times the materials described above for examination, audit, or reproduction until three years after the later of:

(1) final payment under the contract;

(2) final termination settlement; or

(3) the final disposition of any appeals under the disputes clause or of litigation or the settlement of claims arising under or relating to the contract.

Article 27. Multiyear Contract:

If this contract is a multiyear contract, then the following provision is made part of this contract:

If funds are not appropriated or otherwise made available for the continued performance in a subsequent year of a multiyear contract, the contract for the subsequent year shall be terminated, either automatically or in accordance with the termination clause of the contract. Unless otherwise provided for in the contract, the effect of termination is to discharge both the District and the Contractor from future performance of the contract, but not from the existing obligations. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

Article 28. Termination Of Contracts For Certain Crimes And Violations:

(a) The District may terminate without liability any contract and may deduct from the contract price or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid in violation of this title if:

(1) The Contractor has been convicted of a crime arising out of or in connection with the procurement of any work to be done or any payment to be made under the contract; or

(2) There has been any breach or violation of:

(A) Any provision of the Procurement Practices Act of 1985, as amended, or

(B) The contract provision against contingent fees.

(b) If a contract is terminated pursuant to this section, the Contractor:

(1) May be paid only the actual costs of the work performed to the date of termination, plus termination costs, if any; and

(2) Shall refund all profits or fixed fees realized under the Contract.

(c) The rights and remedies contained in this are in addition to any other right or remedy provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.

Article 29. Administrative Liquidated Damages:

In addition to any other liquidated damages provided for in the Contract, the Contractor hereby agrees that the Government may assess administrative liquidated damages for the Contractor's failure to submit when due any deliverable required by the Contract. Unless otherwise prescribed by the Contracting Officer, the rate of the administrative liquidated damages shall be \$250 per day until the required deliverable is received and accepted by the Government. The Government's remedies for failure to comply with the Contract terms and conditions are cumulative and not exclusive. Nothing herein shall be construed to limit the Government's ability to terminate the Contractor for the failure to submit Contract deliverables when due.

Article 30. Force Majeure:

If the Contractor, because of Force Majeure, is rendered wholly or partly unable to perform its obligations when due under this Contract, the Contractor may be excused from whatever performance is affected by the Force Majeure to the extent so affected. In order to be excused from its performance obligations under this Contract by reason of Force Majeure, within 72 hours of the occurrence or event, the Contractor must provide the Contracting Officer written notice of its inability to perform as well as a description of the force majeure and its effect on Contract performance. The Contracting Officer will have the right to cause the inspection of the work site to determine the validity of the Contractor's assertion of its inability to perform. If the Contracting Officer agrees that the Contractor is wholly or partly unable to perform its obligations under the Contract a decision will be issued indicating the extent to which the Contractor is excused from its performance obligations. In no event will the Contractor be entitled to money damages from the Government due to force majeure.

Article 31. Additional Bond Security:

If any surety upon any bond furnished in connection with the Contract becomes unacceptable to the Government, or if any such surety fails to furnish reports as to his financial condition from time to time as requested by the Government, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the Government and of persons supplying labor or materials in the prosecution of the work contemplated by the Contract. Provided that upon the failure of the Contractor to furnish such additional security within ten (10) days after written notice so to do, all payments under the Contract will be withheld until such additional security is furnished.

Article 32. Anti-Competitive Practices and Anti-Kickback Provisions:

- A. The Contractor recognizes the need for markets to operate competitively and shall observe and shall comply with all applicable law, rules, and regulations prohibiting anti-competitive practices. The Contractor shall not engage, directly or indirectly, in collusion or other anti-competitive practices that reduces or eliminates competition or restrains trade. The Department shall report to the appropriate authority any activity that evidences a violation of the antitrust laws, and take such other further action to which it is entitled or obligated under the law.
- B. The Contractor shall observe and comply with all applicable law, rules, and regulations prohibiting kickbacks and, without limiting the foregoing, Contractor shall not (i) provide or attempt to provide or offer to provide any kickback; (ii) solicit, accept, or attempt to accept any kickback; or (iii) include, directly or indirectly, the amount of any kickback in the contract price charged by Contractor or a Subcontractor of the Contractor to the Department. The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in this subparagraph in its own operations and direct business relationships. The Department may take any recourse available to it under the law for violations of this anti-kickback provision.

- C. The Contractor represents and warrants that it did not, directly or indirectly, engage in any collusive or other anti-competitive behavior in connection with the bid, negotiation or award of the Contract. In the event the Department determines that there has been a violation of these provisions, it may terminate the contract without liability.

ARTICLE 33. Ethical Standards for Department's Employees and Former Employees:

The Department expects the Contractor to observe the highest ethical standards and to comply with all applicable law, rules, and regulations governing ethical conduct or conflicts of interest. Neither the Contractor, nor any person associated with the Contractor, shall provide (or seek reimbursement for) any gift, gratuity, favor, entertainment, loan or other thing of value to any employee of the District or the Department not in conformity with applicable law, rules or regulations. The Contractor shall not engage the services of any person or persons in the employment of the Department or the District for any Work required, contemplated or performed under the Contract. The Contractor may not assign to any former Department or District employee or agent who has joined the Contractor's firm any matter on which the former employee, while in the employ of the Department, had material or substantial involvement in the matter. The Contractor may request a waiver to permit the assignment of such matters to former Department personnel on a case-by-case basis. The Contractor shall include in every subcontract a provision substantially similar to this section so that such provisions shall be binding upon each Subcontractor or vendor.

ARTICLE 34. Construction:

The Contract shall be construed fairly as to all parties and not in favor of or against any party, regardless of which party prepared the Contract.

ARTICLE 35. Survival:

All agreements warranties, and representations of the Contractor contained in the Contract or in any certificate or document furnished pursuant to the Contract shall survive termination or expiration of the Contract.

ARTICLE 36. Remedies Cumulative:

Unless specifically provided to the contrary in the Contract, all remedies set forth in the Contract are cumulative and not exclusive of any other remedy the Government may have, including, without limitation, at law or in equity. The Government's rights and remedies will be exercised at its sole discretion, and shall not be regarded as conferring any obligation on the Government's to exercise those rights or remedies for the benefit of the Contractor or any other person or entity.

ARTICLE 37. Entire Agreement; Modification:

The Contract supersedes all contemporaneous or prior negotiations, representations, course of dealing, or agreements, either written or oral. No modifications to the Contract shall be effective against the Department unless made in writing signed by both the Department and the Contractor, unless otherwise expressly provided to the contrary in the Contract. Nothing herein shall be construed to limit the Department's right to issue unilateral modifications to the contract.

ARTICLE 38. Severability:

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Contract, and in lieu of each such invalid, illegal or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible and be valid, legal and enforceable; each part of this Contract is intended to be severable.

REQUEST FOR PROPOSAL
DCAM-17-NC-0007
SECURITY GUARD SERVICES
SECTORS 1 AND 3

J.1.1

Locations

**ATTACHMENT
J.1.1**

| Agency | Site Location | Sector | # of Days | Hrs Per Day | Sec 1&3 Armed SPO | Sec 1&3 Un-armed SPO | Sec 1&3 SO | Hrs Per Week | Hrs Per Year |
|--|-------------------------------------|--------|-----------|-------------|-------------------|----------------------|------------|--------------|--------------|
| | ARMED SPOs | | | | | | | | |
| OCFO/Tax & Revenue | 1101 4th St SW | 1 | 5 | 12 | 1 | | | 60.00 | 3120 |
| DPR | 1351 Alabama Avenue, SE | 3 | 1 | 3 | 4 | | | 12.00 | 624 |
| DPR | 1351 Alabama Avenue, SE | 3 | 2 | 4 | 4 | | | 32.00 | 1664 |
| DPR | 1351 Alabama Avenue, SE | 3 | 2 | 8 | 4 | | | 64.00 | 3328 |
| Taxi Cab Commission, DC Lottery, DDOT, DMPED | 2235 Shannon Place SE | 3 | 5 | 16 | 4 | | | 320.00 | 16640 |
| OUC | 2720 Martin Luther King Jr. Ave, SE | 3 | 7 | 24 | 4 | | | 672.00 | 34944 |
| Taxi Cab Commission, DC Lottery, DDOT, DMPED | 2235 Shannon Place SE | 3 | 2 | 16 | 3 | | | 96.00 | 4992 |
| RFK Stadium | 2300 E Capitol St, NE | 1 | 7 | 24 | 3 | | | 504.00 | 26208 |
| DPR | 1230 Sumner Road, SE - Fall Hours | 3 | 1 | 6 | 2 | | | 12.00 | 624 |
| DPR | 1230 Sumner Road, SE - Summer Hrs | 3 | 1 | 6 | 2 | | | 12.00 | 624 |
| Taxi Cab Commission, DC Lottery, DDOT, DMPED | 2235 Shannon Place SE | 3 | 2 | 8 | 2 | | | 32.00 | 1664 |
| OUC | 2720 Martin Luther King Jr. Ave, SE | 3 | 5 | 8 | 2 | | | 80.00 | 4160 |
| MPD | 300 Indiana Ave, NW | 1 | 5 | 8 | 2 | | | 80.00 | 4160 |
| DHS | 3851 Alabama Ave, SE | 3 | 4 | 10 | 2 | | | 80.00 | 4160 |
| Taxi Cab Commission, DC Lottery, DDOT, DMPED | 2235 Shannon Place SE | 3 | 5 | 8 | 2 | | | 80.00 | 4160 |
| DOES | 5171 S. Dakota Ave, NE | 1 | 5 | 10 | 2 | | | 100.00 | 5200 |
| DPR | 1230 Sumner Road, SE - Fall Hours | 3 | 5 | 11 | 2 | | | 110.00 | 5720 |

**ATTACHMENT
J.1.1**

| Agency | Site Location | Sector | # of Days | Hrs Per Day | Sec 1&3 Armed SPO | Sec 1&3 Un-armed SPO | Sec 1&3 SO | Hrs Per Week | Hrs Per Year |
|---------------------|-------------------------------------|--------|-----------|-------------|-------------------|----------------------|------------|--------------|--------------|
| DPR | 1230 Sumner Road, SE - Summer Hrs | 3 | 5 | 13 | 2 | | | 130.00 | 6760 |
| OCTO - S.H.A.R.E. | 3919 Benning Rd, NE | 3 | 7 | 24 | 2 | | | 336.00 | 17472 |
| MPD | 5001 Shepherd Pkwy, SW MPD | 3 | 7 | 24 | 2 | | | 336.00 | 17472 |
| DPR | 1310 Childress Street NE | 1 | 1 | 5 | 1 | | | 5.00 | 260 |
| JWB-City Hall | 1350 Penn. Ave, NW | 1 | 5 | 2 | 1 | | | 10.00 | 520 |
| DHS, Orca, DDOE | 2100 Martin Luther King Jr. Ave, SE | 3 | 1 | 13.5 | 1 | | | 13.50 | 702 |
| DHS | 3851 Alabama Ave, SE | 3 | 1 | 14 | 1 | | | 14.00 | 728 |
| DHS | 3851 Alabama Ave, SE | 3 | 1 | 14 | 1 | | | 14.00 | 728 |
| JWB-City Hall | 1350 Penn. Ave, NW | 1 | 5 | 3 | 1 | | | 15.00 | 780 |
| DOES | 4058 Minnesota Ave, NE | 3 | 2 | 8 | 1 | | | 16.00 | 832 |
| JWB-City Hall | 1350 Penn. Ave, NW | 1 | 5 | 5 | 1 | | | 25.00 | 1300 |
| DPR | 1310 Childress Street NE | 1 | 5 | 5 | 1 | | | 25.00 | 1300 |
| MPD | 2175 West Virginia Ave, NE | 1 | 2 | 16 | 1 | | | 32.00 | 1664 |
| JWB-City Hall | 1350 Penn. Ave, NW | 1 | 5 | 8 | 1 | | | 40.00 | 2080 |
| JWB-City Hall | 1350 Penn. Ave, NW | 1 | 5 | 8 | 1 | | | 40.00 | 2080 |
| MPD | 300 Indiana Ave, NW | 1 | 5 | 8 | 1 | | | 40.00 | 2080 |
| DHS - IMA | 4001 South Capitol St, SW | 3 | 5 | 8 | 1 | | | 40.00 | 2080 |
| DMV | 95 M St, SW | 1 | 5 | 8 | 1 | | | 40.00 | 2080 |
| DOES | 4058 Minnesota Ave, NE | 3 | 5 | 8 | 1 | | | 40.00 | 2080 |
| DOES | 4058 Minnesota Ave, NE | 3 | 5 | 8 | 1 | | | 40.00 | 2080 |
| DOES | 4058 Minnesota Ave, NE | 3 | 5 | 8 | 1 | | | 40.00 | 2080 |
| Taxi Cab Commission | 2235 Shannon Place SE | 3 | 5 | 8 | 1 | | | 40.00 | 2080 |

**ATTACHMENT
J.1.1**

| Agency | Site Location | Sector | # of Days | Hrs Per Day | Sec 1&3 Armed SPO | Sec 1&3 Un-armed SPO | Sec 1&3 SO | Hrs Per Week | Hrs Per Year |
|-----------------|-------------------------------------|--------|-----------|-------------|-------------------|----------------------|------------|--------------|--------------|
| MPD | 1400 I St, NW | 1 | 5 | 8.5 | 1 | | | 42.50 | 2210 |
| MPD | 300 Indiana Ave, NW | 1 | 5 | 8.5 | 1 | | | 42.50 | 2210 |
| MPD | 300 Indiana Ave, NW | 1 | 5 | 8.5 | 1 | | | 42.50 | 2210 |
| OJS | 441 4th Street, NW | 1 | 5 | 8.5 | 1 | | | 42.50 | 2210 |
| DOES | 4058 Minnesota Ave, NE | 3 | 5 | 8.5 | 1 | | | 42.50 | 2210 |
| DCRA / OCFO | 1100 4th St, SW | 1 | 5 | 8.5 | 1 | | | 42.50 | 2210 |
| DMV | 4525 Benning Road, SE | 3 | 5 | 9.5 | 1 | | | 47.50 | 2470 |
| DMV | 4525 Benning Road, SE | 3 | 5 | 9.5 | 1 | | | 47.50 | 2470 |
| DMV | 4525 Benning Road, SE | 3 | 5 | 9.5 | 1 | | | 47.50 | 2470 |
| DPW | 1431 Okie Street NE | 1 | 2 | 24 | 1 | | | 48.00 | 2496 |
| DMV | 1205 Brentwood Rd, NE | 1 | 5 | 10 | 1 | | | 50.00 | 2600 |
| JWB-City Hall | 1350 Penn. Ave, NW | 1 | 5 | 10 | 1 | | | 50.00 | 2600 |
| JWB-City Hall | 1350 Penn. Ave, NW | 1 | 5 | 10 | 1 | | | 50.00 | 2600 |
| DHS, Orca, DDOE | 2100 Martin Luther King Jr. Ave, SE | 3 | 4 | 12.5 | 1 | | | 50.00 | 2600 |
| CSOSA | 300 Indiana Ave, NW | 1 | 5 | 10 | 1 | | | 50.00 | 2600 |
| DMV | 301 C Street, NW | 1 | 5 | 10 | 1 | | | 50.00 | 2600 |
| DMV | 301 C Street, NW | 1 | 5 | 10 | 1 | - | - | 50.00 | 2600 |
| DMV | 301 C Street, NW | 1 | 5 | 10 | 1 | - | - | 50.00 | 2600 |
| DCRA / OCFO | 1100 4th St, SW | 1 | 5 | 10 | 1 | | | 50.00 | 2600 |
| DHS, Orca, DDOE | 2100 Martin Luther King Jr. Ave, SE | 3 | 5 | 10.5 | 1 | | | 52.50 | 2730 |
| OSSE | #2 DC Village Ln, SW | 1 | 5 | 10.5 | 1 | | | 52.50 | 2730 |
| JWB-City Hall | 1350 Penn. Ave, NW | 1 | 5 | 11 | 1 | | | 55.00 | 2860 |

**ATTACHMENT
J.1.1**

| Agency | Site Location | Sector | # of Days | Hrs Per Day | Sec 1&3 Armed SPO | Sec 1&3 Un-armed SPO | Sec 1&3 SO | Hrs Per Week | Hrs Per Year |
|--|-------------------------------------|--------|-----------|-------------|-------------------|----------------------|------------|--------------|--------------|
| DMV | 301 C Street, NW | 1 | 5 | 11 | 1 | | | 55.00 | 2860 |
| OJS | 441 4th Street, NW | 1 | 5 | 11 | 1 | | | 55.00 | 2860 |
| OJS | 441 4th Street, NW | 1 | 5 | 11 | 1 | | | 55.00 | 2860 |
| OJS | 441 4th Street, NW | 1 | 5 | 11 | 1 | | | 55.00 | 2860 |
| OJS | 441 4th Street, NW | 1 | 5 | 11 | 1 | | | 55.00 | 2860 |
| DHS | 609 H Street NE | 1 | 5 | 11 | 1 | | | 55.00 | 2860 |
| MPD | 2175 West Virginia Ave, NE | 1 | 7 | 8 | 1 | | | 56.00 | 2912 |
| MPD | 300 Indiana Ave, NW | 1 | 5 | 12 | 1 | | | 60.00 | 3120 |
| DOH-Rehab.-Substance, DHS, Unity Health Care, DOES | 3720 Martin Luther King Jr. Ave, SE | 3 | 5 | 12 | 1 | | | 60.00 | 3120 |
| OCFO/ Tax & Revenue | 1101 4th St SW | 1 | 5 | 12 | 1 | | | 60.00 | 3120 |
| DCOA | 500 K Street NE | 1 | 5 | 12 | 1 | | | 60.00 | 3120 |
| DPW | 1431 Okie Street NE | 1 | 5 | 12 | 1 | | | 60.00 | 3120 |
| DDOT | 1338 G Street SE | 3 | 5 | 12 | 1 | | | 60.00 | 3120 |
| DHS | 645 H Street, NE | 1 | 5 | 12 | 1 | | | 60.00 | 3120 |
| DHS | 645 H Street, NE | 1 | 5 | 12 | 1 | | | 60.00 | 3120 |
| OCT | 1899 9th Street, NE | 1 | 5 | 12 | 1 | | | 60.00 | 3120 |
| DPW | 1241 W St. NE | 1 | 5 | 15 | 1 | | | 75.00 | 3900 |
| OCFO/Tax & Revenue | 1101 4th St SW | 1 | 5 | 12 | 1 | | | 60.00 | 3120 |
| JWB-City Hall | 1350 Penn. Ave, NW | 1 | 7 | 24 | 1 | | | 168.00 | 8736 |
| JWB-City Hall | 1350 Penn. Ave, NW | 1 | 7 | 24 | 1 | | | 168.00 | 8736 |
| MPD | 300 Indiana Ave, NW | 1 | 7 | 24 | 1 | | | 168.00 | 8736 |

**ATTACHMENT
J.1.1**

| Agency | Site Location | Sector | # of Days | Hrs Per Day | Sec 1&3 Armed SPO | Sec 1&3 Un-armed SPO | Sec 1&3 SO | Hrs Per Week | Hrs Per Year |
|-----------------------------|---------------------------------|--------|-----------|-------------|-------------------|----------------------|------------|----------------|---------------|
| MPD | 300 Indiana Ave, NW | 1 | 7 | 24 | 1 | | | 168.00 | 8736 |
| CAH / MPTD / OCTO | 200 I St, SE | 1 | 7 | 24 | 1 | | | 168.00 | 8736 |
| CAH / MPTD / OCTO | 200 I St, SE | 1 | 7 | 24 | 1 | | | 168.00 | 8736 |
| OSSE | #2 DC Village Ln, SW | 1 | 7 | 24 | 1 | | | 168.00 | 8736 |
| OSSE | 1345 New York Ave, NE | 1 | 7 | 24 | 1 | | | 168.00 | 8736 |
| OSSE | 2115 5th St, NE | 1 | 7 | 24 | 1 | | | 168.00 | 8736 |
| DPW | 5001 Shepherd Pkwy, SW DPW | 3 | 7 | 24 | 1 | | | 168.00 | 8736 |
| TOTAL FOR ARMED SPOs | | | | | | | | 7474.00 | 388648 |
| Unarmed SPOs | | | | | | | | | |
| DHS | 2210 Adams Place, NE (Rear) | 1 | 5 | 8.5 | | 2 | | 85.00 | 4420 |
| DBH | 1900 Mass. Ave, SE Bldg 14 CPEP | 1 | 7 | 24 | | 2 | | 336.00 | 17472 |
| DOH STD CLINIC | 1900 Mass Ave, SE, Bldg 8 | 1 | 1 | 4 | | 1 | | 4.00 | 208 |
| DBH | 35 K St, NE | 1 | 1 | 8 | | 1 | | 8.00 | 416 |
| DOH STD CLINIC | 1900 Mass Ave, SE, Bldg 8 | 1 | 1 | 9.75 | | 1 | | 9.75 | 507 |
| DOH STD CLINIC | 1900 Mass Ave, SE, Bldg 8 | 1 | 3 | 8.5 | | 1 | | 25.50 | 1326 |
| DBH | 35 K St, NE | 1 | 5 | 8 | | 1 | | 40.00 | 2080 |
| DBH | 35 K St, NE | 1 | 5 | 8 | | 1 | | 40.00 | 2080 |

**ATTACHMENT
J.1.1**

| Agency | Site Location | Sector | # of Days | Hrs Per Day | Sec 1&3 Armed SPO | Sec 1&3 Un-armed SPO | Sec 1&3 SO | Hrs Per Week | Hrs Per Year |
|--|---|--------|-----------|-------------|-------------------|----------------------|------------|----------------|--------------|
| DBH | 35 K St, NE | 1 | 5 | 8.5 | | 1 | | 42.50 | 2210 |
| DHS | 2210 Adams Place, NE (Rear) | 1 | 5 | 8.5 | | 1 | | 42.50 | 2210 |
| DYRS | 2101 Martin Luther King Jr. Ave, SE | 3 | 5 | 9 | | 1 | | 45.00 | 2340 |
| DBH / DHS | 64 New York Ave, NE | 1 | 5 | 11 | | 1 | | 55.00 | 2860 |
| DBH | 64 New York Ave, NE | 1 | 5 | 12 | | 1 | | 60.00 | 3120 |
| DBH | 64 New York Ave, NE | 1 | 5 | 12 | | 1 | | 60.00 | 3120 |
| DBH | 64 New York Ave, NE | 1 | 5 | 12 | | 1 | | 60.00 | 3120 |
| DYRS | 450 H St, NW | 1 | 5 | 13 | | 1 | | 65.00 | 3380 |
| DOH-Rehab.-Substance, DHS, Unity Health Care, DOES | 3720 Martin Luther King Jr. Ave, SE | 3 | 5 | 14.5 | | 1 | | 72.50 | 3770 |
| DBH | 1100 Alabama Ave, SE - St. Elizabeth's Campus | 3 | 4 | 24 | | 1 | | 96.00 | 4992 |
| DBH | 1100 Alabama Ave, SE - St. Elizabeth's Campus | 3 | 7 | 16 | | 1 | | 112.00 | 5824 |
| CFSA | 200 I St, SE | 1 | 7 | 24 | | 1 | | 168.00 | 8736 |
| DBH | 1100 Alabama Ave, SE - St. Elizabeth's Campus | 3 | 7 | 24 | | 1 | | 168.00 | 8736 |
| | TOTAL FOR UNARMED SPOs | | | | | | | 1594.75 | 82927 |

**ATTACHMENT
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| Agency | Site Location | Sector | # of Days | Hrs Per Day | Sec 1&3 Armed SPO | Sec 1&3 Un-armed SPO | Sec 1&3 SO | Hrs Per Week | Hrs Per Year |
|-----------------|-------------------------------------|--------|-----------|-------------|-------------------|----------------------|------------|--------------|--------------|
| | SECURITY OFFICERS | | | | | | | | |
| DHS | 645 H Street, NE | 1 | 1 | 6 | | | 1 | 6.00 | 312 |
| DMV | 95 M St, SW | 1 | 1 | 7 | | | 1 | 7.00 | 364 |
| DMV | 95 M St, SW | 1 | 1 | 8 | | | 1 | 8.00 | 416 |
| DHS | 645 H Street, NE | 1 | 4 | 2 | | | 1 | 8.00 | 416 |
| DHS, Orca, DDOE | 2100 Martin Luther King Jr. Ave, SE | 3 | 1 | 10 | | | 1 | 10.00 | 520 |
| DHS | 3851 Alabama Ave, SE | 3 | 1 | 14 | | | 1 | 14.00 | 728 |
| DOH | 899 N. Capitol Street NE | 1 | 5 | 3 | | | 1 | 15.00 | 780 |
| DHS | 609 H Street NE | 1 | 5 | 4 | | | 1 | 20.00 | 1040 |
| DHS, Orca, DDOE | 2100 Martin Luther King Jr. Ave, SE | 3 | 1 | 14 | | | 2 | 28.00 | 1456 |
| DHS - IMA | 4001 South Capitol St, SW | 3 | 1 | 14 | | | 2 | 28.00 | 1456 |
| DBH | 821 Howard Rd, SE | 3 | 2 | 14 | | | 1 | 28.00 | 1456 |
| DBH | 821 Howard Rd, SE | 3 | 2 | 14.5 | | | 1 | 29.00 | 1508 |
| OJS | 441 4th Street, NW | 1 | 5 | 6 | | | 1 | 30.00 | 1560 |
| OJS | 441 4th Street, NW | 1 | 5 | 6 | | | 1 | 30.00 | 1560 |
| DBH | 821 Howard Rd, SE | 3 | 3 | 11 | | | 1 | 33.00 | 1716 |
| DBH | 821 Howard Rd, SE | 3 | 3 | 11 | | | 1 | 33.00 | 1716 |
| OJS | 441 4th Street, NW | 1 | 5 | 8 | | | 1 | 40.00 | 2080 |
| OJS | 441 4th Street, NW | 1 | 5 | 8 | | | 1 | 40.00 | 2080 |
| OJS | 441 4th Street, NW | 1 | 5 | 8 | | | 1 | 40.00 | 2080 |

**ATTACHMENT
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| Agency | Site Location | Sector | # of Days | Hrs Per Day | Sec 1&3 Armed SPO | Sec 1&3 Un-armed SPO | Sec 1&3 SO | Hrs Per Week | Hrs Per Year |
|----------------------------------|---|--------|-----------|-------------|-------------------|----------------------|------------|--------------|--------------|
| OJS | 441 4th Street, NW | 1 | 5 | 8 | | | 1 | 40.00 | 2080 |
| DMV | 95 M St, SW | 1 | 5 | 8 | | | 1 | 40.00 | 2080 |
| DBH | 1100 Alabama Ave, SE - St. Elizabeth's Campus | 3 | 5 | 8 | | | 1 | 40.00 | 2080 |
| OCFO/Tax & Revenue | 1101 4th St SW | 1 | 5 | 8 | | | 1 | 40.00 | 2080 |
| DOH | 899 N. Capitol Street NE | 1 | 5 | 8 | | | 1 | 40.00 | 2080 |
| St. Elizabeth's - Pavilion DMPED | 2700 Martin Luther King Jr Ave SE | 3 | 7 | 8 | | | 1 | 40.00 | 2080 |
| DYRS | 450 H St, NW | 1 | 5 | 8.5 | | | 1 | 42.50 | 2210 |
| DHCD | 1800 Martin Luther King Jr Ave SE | 3 | 5 | 8.5 | | | 1 | 42.50 | 2210 |
| DOH Chest and X-Ray | 1900 Mass. Ave, SE Bldg 15 | 1 | 5 | 8.5 | | | 1 | 42.50 | 2210 |
| DHS | 3851 Alabama Ave, SE | 3 | 4 | 11 | | | 1 | 44.00 | 2288 |
| DHS - IMA | 4001 South Capitol St, SW | 3 | 4 | 11 | | | 1 | 44.00 | 2288 |
| DHS | 609 H Street NE | 1 | 4 | 11 | | | 1 | 44.00 | 2288 |
| RFK Stadium | 2300 E Capitol St, NE | 1 | 5 | 9 | | | 1 | 45.00 | 2340 |
| DMV | 2390 S. Capitol Street, SE | 3 | 5 | 9 | | | 1 | 45.00 | 2340 |
| DPW | 1833 West Virginia Ave, NE | 1 | 2 | 24 | | | 1 | 48.00 | 2496 |
| DPW | 3200 Benning Rd, NE | 3 | 2 | 24 | | | 1 | 48.00 | 2496 |
| DPW | 1725 15 th. Street NE | 1 | 5 | 10 | | | 1 | 50.00 | 2600 |
| DBH | 35 K St, NE | 1 | 5 | 10 | | | 1 | 50.00 | 2600 |
| DOES | 4058 Minnesota Ave, NE | 3 | 5 | 10 | | | 1 | 50.00 | 2600 |
| DOES | 4058 Minnesota Ave, NE | 3 | 5 | 10 | | | 1 | 50.00 | 2600 |
| DHS | 645 H Street, NE | 1 | 5 | 10 | | | 1 | 50.00 | 2600 |

**ATTACHMENT
J.1.1**

| Agency | Site Location | Sector | # of Days | Hrs Per Day | Sec 1&3 Armed SPO | Sec 1&3 Un-armed SPO | Sec 1&3 SO | Hrs Per Week | Hrs Per Year |
|----------------------------------|---|--------|-----------|-------------|-------------------|----------------------|------------|--------------|--------------|
| DHS, Orca, DDOE | 2100 Martin Luther King Jr Ave SE | 3 | 4 | 13 | | | 1 | 52.00 | 2704 |
| DHS - IMA | 4001 South Capitol St, SW | 3 | 4 | 13 | | | 1 | 52.00 | 2704 |
| DBH / DHS | 64 New York Ave, NE | 1 | 5 | 11 | | | 1 | 55.00 | 2860 |
| DOH | 899 N. Capitol Street NE | 1 | 5 | 11 | | | 1 | 55.00 | 2860 |
| DYRS | 1000 Mt. Olivet Rd., NE | 1 | 7 | 8 | | | 1 | 56.00 | 2912 |
| DBH / DHS | 64 New York Ave, NE | 1 | 5 | 12 | | | 1 | 60.00 | 3120 |
| DCRA / OCFO | 1100 4th St, SW | 1 | 5 | 12 | | | 1 | 60.00 | 3120 |
| OSSE | 1720 1st Street, NE | 1 | 5 | 12 | | | 1 | 60.00 | 3120 |
| DOH | 899 N. Capitol Street NE | 1 | 5 | 12 | | | 1 | 60.00 | 3120 |
| DHS | 3851 Alabama Ave, SE | 3 | 5 | 13 | | | 1 | 65.00 | 3380 |
| CAH / MPTD / OCTO | 200 I St, SE | 1 | 7 | 10 | | | 1 | 70.00 | 3640 |
| DMV | 95 M St, SW | 1 | 5 | 14 | | | 1 | 70.00 | 3640 |
| DHS | 645 H Street, NE | 1 | 5 | 14 | | | 1 | 70.00 | 3640 |
| DPW | 1833 West Virginia Ave, NE | 1 | 5 | 16 | | | 1 | 80.00 | 4160 |
| DHS, Orca, DDOE | 2100 Martin Luther King Jr. Ave, SE | 3 | 4 | 10 | | | 2 | 80.00 | 4160 |
| MPD | 2175 West Virginia Ave, NE | 1 | 5 | 16 | | | 1 | 80.00 | 4160 |
| DPW | 3200 Benning Rd, NE | 3 | 5 | 16 | | | 1 | 80.00 | 4160 |
| St. Elizabeth's - Pavilion DMPED | 2700 Martin Luther King Jr. Ave, SE | 3 | 5 | 16 | | | 1 | 80.00 | 4160 |
| CFSA | 200 I St, SE | 1 | 5 | 11 | | | 2 | 110.00 | 5720 |
| DHS | 645 H Street, NE | 1 | 5 | 11 | | | 2 | 110.00 | 5720 |
| DBH | 1100 Alabama Ave, SE - St. Elizabeth's Campus | 3 | 7 | 16 | | | 1 | 112.00 | 5824 |

**ATTACHMENT
J.1.1**

| Agency | Site Location | Sector | # of Days | Hrs Per Day | Sec 1&3 Armed SPO | Sec 1&3 Un-armed SPO | Sec 1&3 SO | Hrs Per Week | Hrs Per Year |
|----------------------------------|---|--------|-----------|-------------|-------------------|----------------------|------------|--------------|--------------|
| DBH | 1100 Alabama Ave, SE - St. Elizabeth's Campus | 3 | 7 | 16 | | | 1 | 112.00 | 5824 |
| DBH | 1900 Mass. Ave, SE Bldg 14 CPEP | 1 | 7 | 16 | | | 1 | 112.00 | 5824 |
| DYRS | 8400 River Rd | 1 | 7 | 16 | | | 1 | 112.00 | 5824 |
| CAH / MPTD / OCTO | 200 I St, SE | 1 | 5 | 12 | | | 2 | 120.00 | 6240 |
| CAH / MPTD / OCTO | 200 I St, SE | 1 | 7 | 24 | | | 1 | 120.00 | 6240 |
| CFSA/DC Childrens Advoc. Ctr. | 429 O St, NW | 1 | 5 | 12 | | | 2 | 120.00 | 6240 |
| DCRA / OCFO | 1100 4th St, SW | 1 | 5 | 12 | | | 2 | 120.00 | 6240 |
| DBH | 1100 Alabama Ave, SE - St. Elizabeth's Campus | 3 | 7 | 18 | | | 1 | 126.00 | 6552 |
| St. Elizabeth's - Pavilion DMPED | 2700 Martin Luther King Jr. Ave, SE | 3 | 7 | 16 | | | 2 | 160.00 | 8320 |
| DPW | 1403 W St, NE | 1 | 7 | 24 | | | 1 | 168.00 | 8736 |
| OSSE | 2200 Adams Pl, NE | 1 | 7 | 24 | | | 1 | 168.00 | 8736 |
| CFSA | 200 I St, SE | 1 | 7 | 24 | | | 1 | 168.00 | 8736 |
| OJS | 441 4th Street, NW | 1 | 7 | 24 | | | 1 | 168.00 | 8736 |
| DBH | 1100 Alabama Ave, SE - St. Elizabeth's Campus | 3 | 7 | 24 | | | 1 | 168.00 | 8736 |
| DBH | 1100 Alabama Ave, SE - St. Elizabeth's Campus | 3 | 7 | 24 | | | 1 | 168.00 | 8736 |
| DBH | 1100 Alabama Ave, SE - St. Elizabeth's Campus | 3 | 7 | 24 | | | 1 | 168.00 | 8736 |
| DDOT | 2860 S. Capitol Street SE | 3 | 7 | 24 | | | 1 | 168.00 | 8736 |

**ATTACHMENT
J.1.1**

| Agency | Site Location | Sector | # of Days | Hrs Per Day | Sec 1&3 Armed SPO | Sec 1&3 Un-armed SPO | Sec 1&3 SO | Hrs Per Week | Hrs Per Year |
|----------------------------------|-------------------------------------|--------|-----------|-------------|-------------------|----------------------|------------|----------------|---------------|
| St. Elizabeth's - Pavilion DMPED | 2700 Martin Luther King Jr. Ave, SE | 3 | 7 | 24 | | | 1 | 168.00 | 8736 |
| St. Elizabeth's - Pavilion DMPED | 2700 Martin Luther King Jr. Ave, SE | 3 | 7 | 24 | | | 1 | 168.00 | 8736 |
| DYRS | 1000 Mt. Olivet Rd., NE | 1 | 7 | 24 | | | 1 | 168.00 | 8736 |
| DYRS | 8400 River Rd | 1 | 7 | 24 | | | 1 | 168.00 | 8736 |
| DYRS | 8400 River Rd | 1 | 7 | 24 | | | 1 | 168.00 | 8736 |
| DYRS | 8400 River Rd | 1 | 7 | 24 | | | 1 | 168.00 | 8736 |
| DYRS | 1000 Mt. Olivet Rd., NE | 1 | 7 | 16 | | | 2 | 224.00 | 11648 |
| DPW | 5001 Shepherd Pkwy, SW DPW | 3 | 7 | 24 | | | 1 | 168.00 | 8736 |
| DHS | 645 H Street, NE | 1 | 1 | 2 | | | 1 | 2.00 | 104 |
| | TOTAL FOR SOs | | | | | | | 6747.50 | 350870 |
| | Grand Total | | | | | | | | 822445 |

REQUEST FOR PROPOSAL
DCAM-17-NC-0007
SECURITY GUARD SERVICES
SECTORS 1 AND 3

J.2

Living Wage Determination

WD 15-4281 (Rev.-3) was first posted on www.wdol.gov on 04/19/2016

REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT
 By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON D.C. 20210

Daniel W. Simms
 Director
 Division of
 Wage Determinations

Wage Determination No.: 2015-4281
 Revision No.: 3
 Date Of Revision: 04/08/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
 Maryland Counties of Calvert, Charles, Prince George's
 Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, Loudoun, Prince William, Stafford

****Fringe Benefits Required Follow the Occupational Listing****

| OCCUPATION CODE - TITLE | FOOTNOTE | RATE |
|---|----------|-------|
| 01000 - Administrative Support And Clerical Occupations | | |
| 01011 - Accounting Clerk I | | 16.59 |
| 01012 - Accounting Clerk II | | 18.61 |
| 01013 - Accounting Clerk III | | 22.30 |
| 01020 - Administrative Assistant | | 31.41 |
| 01035 - Court Reporter | | 21.84 |
| 01041 - Customer Service Representative I | | 14.40 |
| 01042 - Customer Service Representative II | | 16.18 |
| 01043 - Customer Service Representative III | | 17.66 |
| 01051 - Data Entry Operator I | | 14.71 |
| 01052 - Data Entry Operator II | | 16.05 |
| 01060 - Dispatcher, Motor Vehicle | | 18.42 |
| 01070 - Document Preparation Clerk | | 14.70 |
| 01090 - Duplicating Machine Operator | | 14.70 |
| 01111 - General Clerk I | | 14.88 |
| 01112 - General Clerk II | | 16.24 |
| 01113 - General Clerk III | | 18.74 |
| 01120 - Housing Referral Assistant | | 25.29 |
| 01141 - Messenger Courier | | 14.98 |
| 01191 - Order Clerk I | | 15.12 |
| 01192 - Order Clerk II | | 16.50 |
| 01261 - Personnel Assistant (Employment) I | | 18.15 |
| 01262 - Personnel Assistant (Employment) II | | 20.32 |
| 01263 - Personnel Assistant (Employment) III | | 22.65 |
| 01270 - Production Control Clerk | | 24.23 |
| 01290 - Rental Clerk | | 16.55 |
| 01300 - Scheduler, Maintenance | | 18.07 |

| | |
|--|-------|
| 01311 - Secretary I | 18.07 |
| 01312 - Secretary II | 20.18 |
| 01313 - Secretary III | 25.29 |
| 01320 - Service Order Dispatcher | 16.98 |
| 01410 - Supply Technician | 31.41 |
| 01420 - Survey Worker | 20.03 |
| 01460 - Switchboard Operator/Receptionist | 14.43 |
| 01531 - Travel Clerk I | 13.46 |
| 01532 - Travel Clerk II | 14.46 |
| 01533 - Travel Clerk III | 15.53 |
| 01611 - Word Processor I | 15.63 |
| 01612 - Word Processor II | 17.67 |
| 01613 - Word Processor III | 19.95 |
| 05000 - Automotive Service Occupations | |
| 05005 - Automobile Body Repairer, Fiberglass | 27.70 |
| 05010 - Automotive Electrician | 23.51 |
| 05040 - Automotive Glass Installer | 22.15 |
| 05070 - Automotive Worker | 22.15 |
| 05110 - Mobile Equipment Servicer | 19.04 |
| 05130 - Motor Equipment Metal Mechanic | 24.78 |
| 05160 - Motor Equipment Metal Worker | 22.15 |
| 05190 - Motor Vehicle Mechanic | 24.78 |
| 05220 - Motor Vehicle Mechanic Helper | 18.49 |
| 05250 - Motor Vehicle Upholstery Worker | 21.63 |
| 05280 - Motor Vehicle Wrecker | 22.15 |
| 05310 - Painter, Automotive | 23.51 |
| 05340 - Radiator Repair Specialist | 22.15 |
| 05370 - Tire Repairer | 14.44 |
| 05400 - Transmission Repair Specialist | 24.78 |
| 07000 - Food Preparation And Service Occupations | |
| 07010 - Baker | 14.14 |
| 07041 - Cook I | 13.81 |
| 07042 - Cook II | 16.06 |
| 07070 - Dishwasher | 10.11 |
| 07130 - Food Service Worker | 10.66 |
| 07210 - Meat Cutter | 19.19 |
| 07260 - Waiter/Waitress | 9.70 |
| 09000 - Furniture Maintenance And Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 19.86 |
| 09040 - Furniture Handler | 14.06 |
| 09080 - Furniture Refinisher | 20.23 |
| 09090 - Furniture Refinisher Helper | 15.52 |
| 09110 - Furniture Repairer, Minor | 17.94 |
| 09130 - Upholsterer | 19.86 |
| 11000 - General Services And Support Occupations | |
| 11030 - Cleaner, Vehicles | 10.54 |
| 11060 - Elevator Operator | 11.59 |
| 11090 - Gardener | 17.52 |
| 11122 - Housekeeping Aide | 12.23 |
| 11150 - Janitor | 12.23 |
| 11210 - Laborer, Grounds Maintenance | 13.07 |
| 11240 - Maid or Houseman | 11.40 |
| 11260 - Pruner | 11.58 |
| 11270 - Tractor Operator | 16.04 |
| 11330 - Trail Maintenance Worker | 13.07 |
| 11360 - Window Cleaner | 13.80 |
| 12000 - Health Occupations | |
| 12010 - Ambulance Driver | 21.63 |
| 12011 - Breath Alcohol Technician | 21.35 |
| 12012 - Certified Occupational Therapist Assistant | 25.42 |
| 12015 - Certified Physical Therapist Assistant | 23.57 |

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|--|---------------|
| 12020 - Dental Assistant | 17.98 |
| 12025 - Dental Hygienist | 44.75 |
| 12030 - EKG Technician | 30.44 |
| 12035 - Electroneurodiagnostic Technologist | 30.44 |
| 12040 - Emergency Medical Technician | 21.63 |
| 12071 - Licensed Practical Nurse I | 19.07 |
| 12072 - Licensed Practical Nurse II | 21.35 |
| 12073 - Licensed Practical Nurse III | 24.13 |
| 12100 - Medical Assistant | 16.36 |
| 12130 - Medical Laboratory Technician | 18.08 |
| 12160 - Medical Record Clerk | 18.80 |
| 12190 - Medical Record Technician | 21.04 |
| 12195 - Medical Transcriptionist | 20.12 |
| 12210 - Nuclear Medicine Technologist | 37.60 |
| 12221 - Nursing Assistant I | 11.74 |
| 12222 - Nursing Assistant II | 13.19 |
| 12223 - Nursing Assistant III | 14.40 |
| 12224 - Nursing Assistant IV | 16.16 |
| 12235 - Optical Dispenser | 20.17 |
| 12236 - Optical Technician | 17.38 |
| 12250 - Pharmacy Technician | 18.12 |
| 12280 - Phlebotomist | 17.18 |
| 12305 - Radiologic Technologist | 32.31 |
| 12311 - Registered Nurse I | 27.64 |
| 12312 - Registered Nurse II | 33.44 |
| 12313 - Registered Nurse II, Specialist | 33.44 |
| 12314 - Registered Nurse III | 40.13 |
| 12315 - Registered Nurse III, Anesthetist | 40.13 |
| 12316 - Registered Nurse IV | 48.10 |
| 12317 - Scheduler (Drug and Alcohol Testing) | 23.90 |
| 12320 - Substance Abuse Treatment Counselor | 27.04 |
| 13000 - Information And Arts Occupations | |
| 13011 - Exhibits Specialist I | 21.37 |
| 13012 - Exhibits Specialist II | 26.46 |
| 13013 - Exhibits Specialist III | 32.37 |
| 13041 - Illustrator I | 20.48 |
| 13042 - Illustrator II | 25.38 |
| 13043 - Illustrator III | 31.03 |
| 13047 - Librarian | 36.09 |
| 13050 - Library Aide/Clerk | 14.86 |
| 13054 - Library Information Technology Systems Administrator | 32.58 |
| 13058 - Library Technician | 20.09 |
| 13061 - Media Specialist I | 20.60 |
| 13062 - Media Specialist II | 23.05 |
| 13063 - Media Specialist III | 25.70 |
| 13071 - Photographer I | 16.65 |
| 13072 - Photographer II | 18.90 |
| 13073 - Photographer III | 23.67 |
| 13074 - Photographer IV | 28.65 |
| 13075 - Photographer V | 33.76 |
| 13090 - Technical Order Library Clerk | 18.67 |
| 13110 - Video Teleconference Technician | 21.25 |
| 14000 - Information Technology Occupations | |
| 14041 - Computer Operator I | 18.92 |
| 14042 - Computer Operator II | 21.18 |
| 14043 - Computer Operator III | 23.60 |
| 14044 - Computer Operator IV | 26.22 |
| 14045 - Computer Operator V | 29.05 |
| 14071 - Computer Programmer I | (see 1) 26.36 |
| 14072 - Computer Programmer II | (see 1) |

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|-------|---|---------|-------|
| 14073 | - Computer Programmer III | (see 1) | |
| 14074 | - Computer Programmer IV | (see 1) | |
| 14101 | - Computer Systems Analyst I | (see 1) | |
| 14102 | - Computer Systems Analyst II | (see 1) | |
| 14103 | - Computer Systems Analyst III | (see 1) | |
| 14150 | - Peripheral Equipment Operator | | 18.92 |
| 14160 | - Personal Computer Support Technician | | 26.22 |
| 14170 | - System Support Specialist | | 36.86 |
| 15000 | - Instructional Occupations | | |
| 15010 | - Aircrew Training Devices Instructor (Non-Rated) | | 36.47 |
| 15020 | - Aircrew Training Devices Instructor (Rated) | | 44.06 |
| 15030 | - Air Crew Training Devices Instructor (Pilot) | | 52.81 |
| 15050 | - Computer Based Training Specialist / Instructor | | 36.47 |
| 15060 | - Educational Technologist | | 35.31 |
| 15070 | - Flight Instructor (Pilot) | | 52.81 |
| 15080 | - Graphic Artist | | 29.48 |
| 15085 | - Maintenance Test Pilot, Fixed, Jet/Prop | | 48.72 |
| 15086 | - Maintenance Test Pilot, Rotary Wing | | 48.72 |
| 15088 | - Non-Maintenance Test/Co-Pilot | | 48.72 |
| 15090 | - Technical Instructor | | 27.59 |
| 15095 | - Technical Instructor/Course Developer | | 33.74 |
| 15110 | - Test Proctor | | 22.22 |
| 15120 | - Tutor | | 22.22 |
| 16000 | - Laundry, Dry-Cleaning, Pressing And Related Occupations | | |
| 16010 | - Assembler | | 10.37 |
| 16030 | - Counter Attendant | | 10.37 |
| 16040 | - Dry Cleaner | | 13.33 |
| 16070 | - Finisher, Flatwork, Machine | | 10.37 |
| 16090 | - Presser, Hand | | 10.37 |
| 16110 | - Presser, Machine, Drycleaning | | 10.37 |
| 16130 | - Presser, Machine, Shirts | | 10.37 |
| 16160 | - Presser, Machine, Wearing Apparel, Laundry | | 10.37 |
| 16190 | - Sewing Machine Operator | | 14.28 |
| 16220 | - Tailor | | 15.13 |
| 16250 | - Washer, Machine | | 11.37 |
| 19000 | - Machine Tool Operation And Repair Occupations | | |
| 19010 | - Machine-Tool Operator (Tool Room) | | 23.25 |
| 19040 | - Tool And Die Maker | | 25.72 |
| 21000 | - Materials Handling And Packing Occupations | | |
| 21020 | - Forklift Operator | | 18.02 |
| 21030 | - Material Coordinator | | 24.23 |
| 21040 | - Material Expediter | | 24.23 |
| 21050 | - Material Handling Laborer | | 13.83 |
| 21071 | - Order Filler | | 15.09 |
| 21080 | - Production Line Worker (Food Processing) | | 18.02 |
| 21110 | - Shipping Packer | | 16.20 |
| 21130 | - Shipping/Receiving Clerk | | 16.20 |
| 21140 | - Store Worker I | | 11.96 |
| 21150 | - Stock Clerk | | 17.21 |
| 21210 | - Tools And Parts Attendant | | 18.02 |
| 21410 | - Warehouse Specialist | | 18.02 |
| 23000 | - Mechanics And Maintenance And Repair Occupations | | |
| 23010 | - Aerospace Structural Welder | | 29.93 |
| 23019 | - Aircraft Logs and Records Technician | | 21.74 |
| 23021 | - Aircraft Mechanic I | | 28.41 |
| 23022 | - Aircraft Mechanic II | | 29.93 |
| 23023 | - Aircraft Mechanic III | | 31.38 |
| 23040 | - Aircraft Mechanic Helper | | 19.29 |
| 23050 | - Aircraft, Painter | | 27.20 |
| 23060 | - Aircraft Servicer | | 21.74 |
| 23070 | - Aircraft Survival Flight Equipment Technician | | 27.20 |

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|--|-------|
| 23080 - Aircraft Worker | 23.11 |
| 23091 - Aircrew Life Support Equipment (ALSE) Mechanic I | 23.11 |
| 23092 - Aircrew Life Support Equipment (ALSE) Mechanic II | 28.41 |
| 23110 - Appliance Mechanic | 21.75 |
| 23120 - Bicycle Repairer | 14.43 |
| 23125 - Cable Splicer | 28.62 |
| 23130 - Carpenter, Maintenance | 21.66 |
| 23140 - Carpet Layer | 20.49 |
| 23160 - Electrician, Maintenance | 27.98 |
| 23181 - Electronics Technician Maintenance I | 27.43 |
| 23182 - Electronics Technician Maintenance II | 29.12 |
| 23183 - Electronics Technician Maintenance III | 30.68 |
| 23260 - Fabric Worker | 21.04 |
| 23290 - Fire Alarm System Mechanic | 22.91 |
| 23310 - Fire Extinguisher Repairer | 19.38 |
| 23311 - Fuel Distribution System Mechanic | 25.09 |
| 23312 - Fuel Distribution System Operator | 21.32 |
| 23370 - General Maintenance Worker | 21.43 |
| 23380 - Ground Support Equipment Mechanic | 28.41 |
| 23381 - Ground Support Equipment Servicer | 21.74 |
| 23382 - Ground Support Equipment Worker | 23.11 |
| 23391 - Gunsmith I | 19.38 |
| 23392 - Gunsmith II | 22.54 |
| 23393 - Gunsmith III | 25.20 |
| 23410 - Heating, Ventilation And Air-Conditioning Mechanic | 26.28 |
| 23411 - Heating, Ventilation And Air Contdditioning Mechanic (Research Facility) | 27.69 |
| 23430 - Heavy Equipment Mechanic | 24.16 |
| 23440 - Heavy Equipment Operator | 22.91 |
| 23460 - Instrument Mechanic | 24.85 |
| 23465 - Laboratory/Shelter Mechanic | 23.93 |
| 23470 - Laborer | 14.98 |
| 23510 - Locksmith | 23.21 |
| 23530 - Machinery Maintenance Mechanic | 25.43 |
| 23550 - Machinist, Maintenance | 24.69 |
| 23580 - Maintenance Trades Helper | 18.27 |
| 23591 - Metrology Technician I | 24.85 |
| 23592 - Metrology Technician II | 26.18 |
| 23593 - Metrology Technician III | 27.46 |
| 23640 - Millwright | 28.19 |
| 23710 - Office Appliance Repairer | 22.96 |
| 23760 - Painter, Maintenance | 21.75 |
| 23790 - Pipefitter, Maintenance | 25.89 |
| 23810 - Plumber, Maintenance | 24.52 |
| 23820 - Pneudraulic Systems Mechanic | 25.20 |
| 23850 - Rigger | 25.20 |
| 23870 - Scale Mechanic | 22.54 |
| 23890 - Sheet-Metal Worker, Maintenance | 22.91 |
| 23910 - Small Engine Mechanic | 20.49 |
| 23931 - Telecommunications Mechanic I | 29.95 |
| 23932 - Telecommunications Mechanic II | 31.55 |
| 23950 - Telephone Lineman | 30.15 |
| 23960 - Welder, Combination, Maintenance | 22.91 |
| 23965 - Well Driller | 22.91 |
| 23970 - Woodcraft Worker | 25.20 |
| 23980 - Woodworker | 19.38 |
| 24000 - Personal Needs Occupations | |
| 24550 - Case Manager | 17.64 |

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|--|-------|
| 24570 - Child Care Attendant | 12.79 |
| 24580 - Child Care Center Clerk | 17.77 |
| 24610 - Chore Aide | 10.86 |
| 24620 - Family Readiness And Support Services Coordinator | 17.64 |
| 24630 - Homemaker | 18.43 |
| 25000 - Plant And System Operations Occupations | |
| 25010 - Boiler Tender | 30.03 |
| 25040 - Sewage Plant Operator | 22.92 |
| 25070 - Stationary Engineer | 30.03 |
| 25190 - Ventilation Equipment Tender | 21.44 |
| 25210 - Water Treatment Plant Operator | 22.92 |
| 27000 - Protective Service Occupations | |
| 27004 - Alarm Monitor | 21.91 |
| 27007 - Baggage Inspector | 13.98 |
| 27008 - Corrections Officer | 25.08 |
| 27010 - Court Security Officer | 26.37 |
| 27030 - Detection Dog Handler | 20.57 |
| 27040 - Detention Officer | 25.08 |
| 27070 - Firefighter | 26.52 |
| 27101 - Guard I | 13.98 |
| 27102 - Guard II | 20.57 |
| 27131 - Police Officer I | 28.19 |
| 27132 - Police Officer II | 31.32 |
| 28000 - Recreation Occupations | |
| 28041 - Carnival Equipment Operator | 13.59 |
| 28042 - Carnival Equipment Repairer | 14.63 |
| 28043 - Carnival Worker | 9.24 |
| 28210 - Gate Attendant/Gate Tender | 14.31 |
| 28310 - Lifeguard | 11.59 |
| 28350 - Park Attendant (Aide) | 16.02 |
| 28510 - Recreation Aide/Health Facility Attendant | 11.68 |
| 28515 - Recreation Specialist | 19.84 |
| 28630 - Sports Official | 12.75 |
| 28690 - Swimming Pool Operator | 18.21 |
| 29000 - Stevedoring/Longshoremen Occupational Services | |
| 29010 - Blocker And Bracer | 25.44 |
| 29020 - Hatch Tender | 25.44 |
| 29030 - Line Handler | 25.44 |
| 29041 - Stevedore I | 23.44 |
| 29042 - Stevedore II | 26.66 |
| 30000 - Technical Occupations | |
| 30010 - Air Traffic Control Specialist, Center (HFO) (see 2) | 39.92 |
| 30011 - Air Traffic Control Specialist, Station (HFO) (see 2) | 27.38 |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) | 30.16 |
| 30021 - Archeological Technician I | 20.19 |
| 30022 - Archeological Technician II | 22.60 |
| 30023 - Archeological Technician III | 27.98 |
| 30030 - Cartographic Technician | 27.98 |
| 30040 - Civil Engineering Technician | 26.41 |
| 30051 - Cryogenic Technician I | 24.48 |
| 30052 - Cryogenic Technician II | 27.04 |
| 30061 - Drafter/CAD Operator I | 20.19 |
| 30062 - Drafter/CAD Operator II | 22.60 |
| 30063 - Drafter/CAD Operator III | 25.19 |
| 30064 - Drafter/CAD Operator IV | 31.00 |
| 30081 - Engineering Technician I | 22.92 |
| 30082 - Engineering Technician II | 25.72 |
| 30083 - Engineering Technician III | 28.79 |
| 30084 - Engineering Technician IV | 35.64 |
| 30085 - Engineering Technician V | 43.61 |

| | | |
|------------------|---|---------------|
| 30086 | - Engineering Technician VI | 52.76 |
| 30090 | - Environmental Technician | 27.41 |
| 30095 | - Evidence Control Specialist | 22.10 |
| 30210 | - Laboratory Technician | 23.38 |
| 30221 | - Latent Fingerprint Technician I | 31.51 |
| 30222 | - Latent Fingerprint Technician II | 34.81 |
| 30240 | - Mathematical Technician | 28.94 |
| 30361 | - Paralegal/Legal Assistant I | 21.36 |
| 30362 | - Paralegal/Legal Assistant II | 26.47 |
| 30363 | - Paralegal/Legal Assistant III | 32.36 |
| 30364 | - Paralegal/Legal Assistant IV | 39.16 |
| 30375 | - Petroleum Supply Specialist | 27.04 |
| 30390 | - Photo-Optics Technician | 27.98 |
| 30395 | - Radiation Control Technician | 27.04 |
| 30461 | - Technical Writer I | 24.12 |
| 30462 | - Technical Writer II | 29.52 |
| 30463 | - Technical Writer III | 35.72 |
| 30491 | - Unexploded Ordnance (UXO) Technician I | 25.24 |
| 30492 | - Unexploded Ordnance (UXO) Technician II | 30.53 |
| 30493 | - Unexploded Ordnance (UXO) Technician III | 36.60 |
| 30494 | - Unexploded (UXO) Safety Escort | 25.24 |
| 30495 | - Unexploded (UXO) Sweep Personnel | 25.24 |
| 30501 | - Weather Forecaster I | 24.48 |
| 30502 | - Weather Forecaster II | 29.77 |
| 30620 | - Weather Observer, Combined Upper Air Or | (see 2) 25.19 |
| Surface Programs | | |
| 30621 | - Weather Observer, Senior | (see 2) 27.98 |
| 31000 | - Transportation/Mobile Equipment Operation Occupations | |
| 31010 | - Airplane Pilot | 30.53 |
| 31020 | - Bus Aide | 14.32 |
| 31030 | - Bus Driver | 20.85 |
| 31043 | - Driver Courier | 15.38 |
| 31260 | - Parking and Lot Attendant | 10.07 |
| 31290 | - Shuttle Bus Driver | 16.83 |
| 31310 | - Taxi Driver | 13.98 |
| 31361 | - Truckdriver, Light | 16.83 |
| 31362 | - Truckdriver, Medium | 18.28 |
| 31363 | - Truckdriver, Heavy | 19.96 |
| 31364 | - Truckdriver, Tractor-Trailer | 19.96 |
| 99000 | - Miscellaneous Occupations | |
| 99020 | - Cabin Safety Specialist | 14.89 |
| 99030 | - Cashier | 10.03 |
| 99050 | - Desk Clerk | 12.08 |
| 99095 | - Embalmer | 25.36 |
| 99130 | - Flight Follower | 25.24 |
| 99251 | - Laboratory Animal Caretaker I | 12.43 |
| 99252 | - Laboratory Animal Caretaker II | 13.59 |
| 99260 | - Marketing Analyst | 33.51 |
| 99310 | - Mortician | 34.10 |
| 99410 | - Pest Controller | 17.69 |
| 99510 | - Photofinishing Worker | 13.20 |
| 99710 | - Recycling Laborer | 19.20 |
| 99711 | - Recycling Specialist | 23.54 |
| 99730 | - Refuse Collector | 17.01 |
| 99810 | - Sales Clerk | 12.09 |
| 99820 | - School Crossing Guard | 14.77 |
| 99830 | - Survey Party Chief | 23.14 |
| 99831 | - Surveying Aide | 14.38 |
| 99832 | - Surveying Technician | 21.99 |
| 99840 | - Vending Machine Attendant | 15.48 |
| 99841 | - Vending Machine Repairer | 19.67 |

99842 - Vending Machine Repairer Helper

15.48

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you

work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1),

dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties

requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

REQUEST FOR PROPOSAL
DCAM-17-NC-0007
SECURITY GUARD SERVICES
SECTORS 1 AND 3

J.3

RESERVED

REQUEST FOR PROPOSAL
DCAM-17-NC-0007
SECURITY GUARD SERVICES
SECTORS 1 AND 3

J.4

DOES

First Source Employment Agreement

FIRST SOURCE



FIRST SOURCE EMPLOYMENT PROGRAM

The Department of Employment Services (DOES) First Source Program has been in effect since 1984. For more than 30 years, the First Source Employment Program has been an important part of the District of Columbia's strategy to reduce unemployment in the city.

First Source ensures that city residents are given priority for new jobs created by municipal financing and development programs. Over the years, various amendments were added to strengthen or relax requirements. Under the law, 51% of all new hires on any government-assisted project or contract between \$300,000 and \$5,000,000 must be District residents.

The Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011 made substantial changes to the First Source law, including the following:

- Eliminates contracts under \$300K from First Source obligations, and
- Requires that each government-assisted construction project receiving government assistance totaling \$5 million or more must have the following percentage of District of Columbia residents on those projects:
 - 20% of journey worker hours
 - 60% of apprentice hours
 - 51% of skilled laborer hours
 - 70% of common laborer hours

HOW TO SUBMIT A FIRST SOURCE AGREEMENT

Each District contracting agency is responsible for insuring that a DOES First Source Agreement is included with all required contractual documents.

Please email all First Source Agreements to the First Source Mailbox at firstsource@dc.gov.
Send COMPLETE First Source Agreement in PDF Format.

For more information about the First Source Program, contact the following:

FIRST SOURCE PROGRAM

4058 Minnesota Avenue, NE, Suite 3600 Washington, DC 20019
Mainline (202) 698-6284 • Fax Number (202) 698-4809
firstsource@dc.gov





**GOVERNMENT OF THE DISTRICT OF COLUMBIA
FIRST SOURCE EMPLOYMENT AGREEMENT FOR
NON CONSTRUCTION PROJECTS ONLY**



GOVERNMENT-ASSISTED PROJECT/CONTRACT INFORMATION

CONTRACT/SOLICITATION NUMBER: _____
 DISTRICT CONTRACTING AGENCY: _____
 CONTRACTING OFFICER: _____
 TELEPHONE NUMBER: _____
 TOTAL CONTRACT AMOUNT: _____
 EMPLOYER CONTRACT AMOUNT: _____
 PROJECT NAME: _____
 PROJECT ADDRESS: _____
 CITY: _____ STATE: _____ ZIP CODE: _____
 PROJECT START DATE: _____ PROJECT END DATE: _____
 EMPLOYER START DATE: _____ EMPLOYER END DATE: _____

EMPLOYER INFORMATION

EMPLOYER NAME: _____
 EMPLOYER ADDRESS: _____
 CITY: _____ STATE: _____ ZIP CODE: _____
 TELEPHONE NUMBER: _____ FEDERAL IDENTIFICATION NO.: _____
 CONTACT PERSON: _____
 TITLE: _____
 E-MAIL: _____ TELEPHONE NUMBER: _____
 LOCAL, SMALL, DISADVANTAGED BUSINESS ENTERPRISE (LSDBE) CERTIFICATION
 NUMBER: _____
 D.C. APPRENTICESHIP COUNCIL REGISTRATION NUMBER: _____
 ARE YOU A SUBCONTRACTOR YES NO IF YES, NAME OF PRIME
 CONTRACTOR: _____
 NONPROFIT ORGANIZATION WITH 50 EMPLOYEES OR LESS: Yes No

This First Source Employment Agreement (Agreement), in accordance with Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Official Code §§ 2-219.01 – 2.219.05) and relevant provisions of the Apprenticeship Requirements Amendment Act of 2004 (D.C. Official Code § 2-219.03 and § 32-1431) for recruitment, referral, and placement of District of Columbia residents, is between the District of Columbia Department of Employment Services (DOES) and EMPLOYER. Pursuant to this Agreement, the EMPLOYER shall use DOES as its first source for recruitment, referral, and placement of new hires or employees for all new jobs created by the Government Assisted Project or Contract (Project). The Employer will hire 51% District of Columbia residents (DC residents) for all new jobs created by the Project and 35% of all apprenticeship hours worked in connection with the Project shall be worked by DC residents registered in programs approved by the District of Columbia Apprenticeship Council.

I. DEFINITIONS

The following definitions shall govern the terms used in this Agreement.

A. **Apprentice** means a worker who is employed to learn an apprenticeable occupation under the terms and conditions of approved apprenticeship standards.

B. **Beneficiary** means:

1. The signatory to a contract executed by the Mayor which involves any District of

Columbia government funds or funds which, in accordance with a federal grant or otherwise, the District government administers and which details the number and description of all jobs created by a government-assisted project or contract for which the beneficiary is required to use the First Source Register.

2. A recipient of a District government economic development action, including contracts, grants, loans, tax abatements, land transfers for redevelopment, or tax increment financing that results in a financial benefit of \$300,000 or more from an agency, commission, instrumentality, or other entity of the District government, including a financial or banking institution which serves as the repository for \$1 million or more of District of Columbia funds.
 3. A retail or commercial tenant that is a direct recipient of a District government economic development action, including contracts, grants, loans, tax abatements, land transfers for public redevelopment, or tax increment financing in excess of \$300,000.
- C. **Contracting Agency** means any District of Columbia agency that is awarded a government-assisted project or contract totaling \$300,000 or more.
- D. **Direct labor costs** means all costs, including wages and benefits, associated with the hiring and employment of personnel assigned to a process in which payroll expenses are traced to the units of output and are included in the cost of goods sold.
- E. **EMPLOYER** means any entity awarded a government-assisted project or contract totaling \$300,000 or more.
- F. **First Source Employer Portal** means the website consisting of a connected group of static and dynamic (functional) pages and forms on the World Wide Web accessible by Uniform Resource Locator (URL) and maintained by DOES to provide information and reporting functionality to EMPLOYERS.
- G. **First Source Register** means the DOES Automated Applicant Files, which consists of the names of District of Columbia residents registered with DOES.
- H. **Good faith effort** means an EMPLOYER has exhausted all reasonable means to comply with any affirmative action, hiring, or contractual goal(s) pursuant to the First Source law and Agreement.
- I. **Government-assisted project or contract** means any construction or non-construction project or contract receiving funds or resources from the District of Columbia or funds or resources which, in accordance with a federal grant or otherwise, the District of Columbia government administers, including contracts, grants, loans, tax abatements or exemptions, land transfers, land disposition and development agreements, tax increment financing, or any combination thereof, that is valued at \$300,000 or more.
- J. **Hard to employ** means a District of Columbia resident who is confirmed by DOES as:
1. An ex-offender who has been released from prison within the last 10 years;
 2. A participant of the Temporary Assistance for Needy Families program;
 3. A participant of the Supplemental Nutrition Assistance Program;
 4. Living with a permanent disability verified by the Social Security Administration or

District vocational rehabilitation program;

5. Unemployed for six (6) months or more in the last 12-month period;
6. Homeless;
7. A participant or graduate of the Transitional Employment Program established by § 32-1331; or
8. An individual who qualified for inclusion in the Work Opportunity Tax Credit Program as certified by DOES.

K. **Indirect labor costs** means all costs, including wages and benefits, that are part of operating expenses and are associated with the hiring and employment of personnel assigned to tasks other than producing products.

L. **Jobs** means any union and non-union managerial, nonmanagerial, professional, nonprofessional, technical or nontechnical position, including: clerical and sales occupations; service occupations; processing occupations; machine trade occupations; bench work occupations; structural work occupations; agricultural, fishery, forestry, and related occupations; and any other occupations as DOES may identify in the Dictionary of Occupational Titles, United States Department of Labor.

M. **Journeyman** means a worker who has attained a level of skill, abilities, and competencies recognized within an industry as having mastered the skills and competencies required for the occupation.

N. **Revised Employment Plan** means a document prepared and submitted by the EMPLOYER that includes the following:

1. A projection of the total number of new positions that will be created as a result of the project or contract, including the job title, number of positions available, indication of part-time or full-time status, salary range, union affiliation (if applicable), and the projected hire dates;
2. A roster of all current employees to include the name, Social Security Number, and address of all current employees, including apprentices, trainees, and transfers from other projects, who will be employed on the project or contract;
3. A projection of the total number of full-time and part-time salaried employees on an annual basis that will be utilized on the project or contract and the total number of full-time and part-time salaried employees that will be District residents;
4. A projection of the total number of hours to be worked on the project or contract by full-time and part-time hourly wage employees on an annual basis and a projection of the total number of hours to be worked on the project or contract by full-time and part-time hourly wage employees who are District residents;
5. A timetable outlining the total number of hours to be worked on the project or contract by full-time and part-time hourly wage employees by job category and the total number of full-time and part-time salaried employees by job category over the duration of the life of the hiring requirements set forth by DOES and an associated hiring schedule which predicts when specific job openings will be available;

6. Descriptions of the skill requirements by job title or position, including industry-recognized certifications required for the different positions;
7. A strategy to fulfill DC resident hiring percentage pursuant to this Agreement, including a component on communicating these requirements to contractors and subcontractors and a component on potential community outreach partnerships with the University of the District of Columbia, the University of the District of Columbia Community College, DOES, Jointly Funded Apprenticeship Programs, the District of Columbia Workforce Intermediary, or other government-approved, community-based job training providers;
8. A remediation strategy to ameliorate any problems associated with meeting these hiring requirements, including any problems encountered with contractors and subcontractors;
9. The designation of a senior official from the EMPLOYER who will be responsible for implementing the hiring and reporting requirements;
10. Descriptions of the health and retirement benefits that will be provided to DC residents working on the project or contract;
11. A strategy to ensure that DC residents who work on the project or contract receive ongoing employment and training opportunities after they complete work on the job for which they were initially hired and a review of past practices in continuing to employ DC residents from one project or contract to the next;
12. A strategy to hire graduates of District of Columbia Public Schools, District of Columbia Public Charter Schools, and community-based job training providers, and hard-to-employ DC residents; and
13. A disclosure of past compliance with the Workforce Act and the Davis-Bacon Act, where applicable, and the EMPLOYER'S general DC resident hiring practices on projects or contracts completed within the last 2 years.

O. **Tier Subcontractor** means any contractor selected by the primary subcontractor to perform portion(s) or all work related to the trade or occupation area(s) on a contract or project subject to this First Source Agreement.

P. **Washington Metropolitan Statistical Area** means the District of Columbia; Virginia Cities of Alexandria, Fairfax, Falls Church, Fredericksburg, Manassas, and Manassas Park; the Virginia Counties of Arlington, Clarke, Fairfax, Fauquier, Loudon, Prince William, Spotsylvania, Stafford, and Warren; the Maryland Counties of Calvert, Charles, Frederick, Montgomery, and Prince Georges; and the West Virginia County of Jefferson.

Q. **Workforce Intermediary Pilot Program** means the intermediary between employers and training providers to provide employers with qualified DC resident job applicants. See DC Official Code § 2-219.04b.

II. GENERAL TERMS

A. Subject to the terms and conditions set forth herein, DOES will receive the Agreement from the Contracting Agency no less than seven (7) calendar days in advance of the Project start date, whichever is later. No work associated with the relevant Project can begin until the Agreement has been accepted by DOES.

- B. The EMPLOYER will require all Project contractors and Project subcontractors with contracts or subcontracts totaling \$300,000 or more to enter into an Agreement with DOES.
- C. DOES will provide recruitment, referral, and placement services to the EMPLOYER, subject to the limitations in this Agreement.
- D. This Agreement will take effect when signed by the parties below and will be fully effective for as long as the benefit is being received, or for commercial and retail tenants only, for five (5) years following the commencement of the tenant's initial lease.
- E. DOES and the EMPLOYER agree that, for purposes of this Agreement, new hires and jobs created for the Project (both union and nonunion) include all of EMPLOYER'S job openings and vacancies in the Washington Metropolitan Statistical Area created for the Project as a result of internal promotions, terminations, and expansions of the EMPLOYER'S workforce, as a result of this Project, including loans, lease agreements, zoning applications, bonds, bids, and contracts.
- F. This Agreement includes apprentices as defined in D.C. Official Code §§ 32-1401- 1431.
- G. DOES will make every effort to work within the terms of all collective bargaining agreements to which the EMPLOYER is a party. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has provided the representative of any collective bargaining unit involved with this Project a copy of this Agreement and has requested comments or objections. If the representative has any comments or objections, the EMPLOYER will promptly provide them to DOES.
- H. EMPLOYER with a contract with the District of Columbia government to perform construction, renovation work, or information technology work with a single contract, or cumulative contracts, of at least \$500,000, within a 12-month period will be required to register an apprenticeship program with the District of Columbia Apprenticeship Council as required by DC Code 32-1431.
- I. If, during the term of this Agreement, the EMPLOYER should transfer possession of all or a portion of its business concerns affected by this Agreement to any other party by lease, sale, assignment, merger, or otherwise this First Source Agreement shall remain in full force and effect and transferee shall remain subject to all provisions herein. In addition, the EMPLOYER as a condition of transfer shall:
 - 1. Notify the party taking possession of the existence of this EMPLOYER'S First Source Employment Agreement.
 - 2. Notify DOES within seven (7) business days of the transfer. This notice will include the name of the party taking possession and the name and telephone of that party's representative.
- J. The EMPLOYER and DOES may mutually agree to modify this Agreement. Any modification shall be in writing, signed by the EMPLOYER and DOES, and attached to the original Agreement.
- K. To the extent that this Agreement is in conflict with any federal labor laws or governmental regulations, the federal laws or regulations shall prevail.

III. TRAINING

- A. DOES and the EMPLOYER may agree to develop skills training and on-the-job training

programs as approved by DOES; the training specifications and cost for such training will be mutually agreed upon by the EMPLOYER and DOES and will be set forth in a separate Training Agreement.

IV. RECRUITMENT

- A. The EMPLOYER will post all job vacancies with the Job Bank Services of DOES at <http://does.dc.gov> within seven (7) days of executing the Agreement. Should you need assistance posting job vacancies, please contact Job Bank Services at (202) 698-6001.
- B. The EMPLOYER will notify DOES of all new jobs created for the Project within at least seven (7) business days (Monday - Friday) of the EMPLOYER'S identification/creation of the new jobs. The Notice of New Job Creation shall include the number of employees needed by job title, qualifications and specific skills required to perform the job, hiring date, rate of pay, hours of work, duration of employment, and a description of the work to be performed. This must be done before using any other referral source.
- C. Job openings to be filled by internal promotion from the EMPLOYER'S current workforce shall be reported to DOES for placement and referral, if the job is newly created. EMPLOYER shall provide DOES a Notice of New Job Creation that details such promotions in accordance with Section IV.C.
- D. The EMPLOYER will submit to DOES, prior to commencing work on the Project, a list of current employees that includes the name, Social Security Number, and residency status of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project. All EMPLOYER information reviewed or gathered, including Social Security Numbers, as a result of DOES' monitoring and enforcement activities will be held confidential in accordance with all District and federal confidentiality and privacy laws and used only for the purposes that it was reviewed or gathered.

V. REFERRAL

- A. DOES will screen applicants through carefully planned recruitment and training events and provide the EMPLOYER with a list of qualified applicants according to the number of employees needed by job title, qualifications and specific skills required to perform the job, hiring date, rate of pay, hours of work, duration of employment, and a description of the work to be performed as supplied by the EMPLOYER in its Notice of New Job Creation set forth above in Section IV.C.
- B. DOES will notify the EMPLOYER of the number of applicants DOES will refer, prior to the anticipated hiring dates.

VI. PLACEMENT

- A. The EMPLOYER shall in good faith, use reasonable efforts to select its new hires or employees from among the qualified applicants referred by DOES. All hiring decisions are made by the EMPLOYER.
- B. In the event that DOES is unable to refer qualified applicants meeting the EMPLOYER'S established qualifications, within seven (7) business days (Monday - Friday) from the date of notification from the EMPLOYER, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. The EMPLOYER will still be required to meet the hiring or hours worked percentages for all new jobs created by the Project.

- C. After the EMPLOYER has selected its employees, DOES is not responsible for the employees' actions and the EMPLOYER hereby releases DOES, and the Government of the District of Columbia, the District of Columbia Municipal Corporation, and the officers and employees of the District of Columbia from any liability for employees' actions.

VII. REPORTING REQUIREMENTS

- A. EMPLOYER with Projects valued at a minimum of \$300,000 shall hire DC residents for at least 51% of all new jobs created by the Project and 35% of all apprenticeship hours worked in connection with the Project shall be worked by DC residents registered in programs approved by the District of Columbia Apprenticeship Council.
- B. EMPLOYER with Projects valued at a minimum of \$5,000,000 shall hire DC residents for at least 51% of all new jobs created by the Project and 35% of all apprenticeship hours worked in connection with the Project shall be worked by DC residents registered in programs approved by the District of Columbia Apprenticeship Council; the EMPLOYER will complete the attached Revised Employment Plan that will include the information outlined in Section I.N. above and meet with DOES personnel for an orientation and introduction to personnel responsible for training resources offered by the agency.
- C. EMPLOYER shall have a user name and password for the First Source Employer Portal for electronic submission of all monthly Contract Compliance Forms, weekly certified payrolls and any other documents required by DOES for reporting and monitoring.
- D. EMPLOYER with Projects valued at a minimum of \$300,000 shall provide the following monthly and cumulative statistics on the Contract Compliance Form:
1. Number of new job openings created/available;
 2. Number of new job openings listed with DOES, or any other District Agency;
 3. Number of DC residents hired for new jobs;
 4. Number of employees transferred to the Project;
 5. Number of DC residents transferred to the Project;
 6. Direct or indirect labor cost associated with the project;
 7. Each employee's name, job title, Social Security Number, hire date, residence, and referral source;
 8. Number of apprenticeship hours worked;
 9. Number of apprenticeship hours worked by DC residents; and
 10. Workforce statistics throughout the entire project tenure.
- E. Monthly, EMPLOYER must electronically submit the Contract Compliance Form to DOES.. EMPLOYER is also required to make payroll and employment records available to DOES as a part of compliance monitoring, upon request.

VIII. FINAL REPORT AND GOOD FAITH EFFORTS

- A. With the submission of the final request for payment from the Contracting Agency, the EMPLOYER shall:
1. Document in a report to DOES its compliance with the hiring or hours worked percentage requirements for all new jobs created by the Project and the percentages of DC residents employed in all Trade Classifications, for each area of the Project; or

2. Submit to DOES a request for a waiver of the hiring or hours worked percentage requirements for all new jobs created by the Project that will include the following documentation:
 - a. Documentation supporting EMPLOYER'S good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources; and
 - c. Advertisement of job openings listed with DOES and other referral sources.
- B. DOES may waive the hiring or hours worked percentage requirements for all new jobs created by the Project, and/or the required percentages of DC residents in all Trade Classifications areas on the Project, if DOES finds that:
1. EMPLOYER demonstrated a good faith effort to comply, as set forth in Section C, below; or
 2. EMPLOYER is located outside the Washington Metropolitan Statistical Area and none of the contract work is performed inside the Washington Metropolitan Statistical Area; or
 3. EMPLOYER entered into a special workforce development training or placement arrangement with DOES or with the District of Columbia Workforce Intermediary; or
 4. DOES certified that there are insufficient numbers of DC residents in the labor market possessing the skills required by the EMPLOYER for the positions created as a result of the Project. No failure by Employer to request a waiver under any other provision hereunder shall be considered relevant to a requested waiver under this Subsection.
- C. DOES shall consider documentation of the following when making a determination of a good-faith effort to comply:
1. Whether the EMPLOYER posted the jobs on the DOES job website for a minimum of ten (10) calendar days;
 2. Whether the EMPLOYER advertised each job opening in a District newspaper with city-wide circulation for a minimum of seven (7) calendar days;
 3. Whether the EMPLOYER advertised each job opening in special interest publications and on special interest media for a minimum of seven (7) calendar days;
 4. Whether the EMPLOYER hosted informational/recruiting or hiring fairs;
 5. Whether the EMPLOYER contacted churches, unions, and/or additional Workforce Development Organizations;
 6. Whether the EMPLOYER interviewed employable candidates;
 7. Whether the EMPLOYER created or participated in a workforce development program approved by DOES;
 8. Whether the EMPLOYER created or participated in a workforce development program approved by the District of Columbia Workforce Intermediary;
 9. Whether the EMPLOYER substantially complied with the relevant monthly reporting requirements set forth in this section;

10. Whether the EMPLOYER has submitted and substantially complied with its most recent employment plan that has been approved by DOES; and

11. Any additional documented efforts.

IX. MONITORING

- A. DOES is the District agency authorized to monitor and enforce the requirements of the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Official Code §§ 2 219.01 – 2.219.05), and relevant provisions of the Apprenticeship Requirements Amendment Act of 2004 (D.C. Official Code § 2-219.03 and § 32-1431). As a part of monitoring and enforcement, DOES may require and EMPLOYER shall grant access to Project sites, employees, and documents.
- B. EMPLOYER'S noncompliance with the provisions of this Agreement may result in the imposition of penalties.
- C. All EMPLOYER information reviewed or gathered, including Social Security Numbers, as a result of DOES' monitoring and enforcement activities will be held confidential in accordance with all District and federal confidentiality and privacy laws and used only for the purposes that it was reviewed or gathered.
- D. DOES shall monitor all Projects as authorized by law. DOES will:
1. Review all contract controls to determine if EMPLOYER and Subcontractors are subject to DC Law 14-24.
 2. Notify stakeholders and company officials and establish meetings to provide technical assistance involving the First Source process.
 3. Make regular site visits to determine if the EMPLOYER or Subcontractor's workforce is in concurrence with the submitted Agreement and Monthly Compliance Reports.
 4. Inspect and copy certified payroll, personnel records and any other records or information necessary to ensure the required workforce utilization is in compliance with the First Source Law.
 5. Conduct desk reviews of *Monthly Compliance Reports*.
 6. Educate EMPLOYERS about additional services offered by DOES, such as On-the-Job Training programs and tax incentives for EMPLOYERS who hire from certain categories.
 7. Monitor and complete statistical reports that identify the overall project, contractor, and subcontractors' hiring or hours worked percentages.
 8. Provide formal notification of non-compliance with the required hiring or hours worked percentages or any alleged breach of the First Source Law to all contracting agencies, and stakeholders. ***(Please note: EMPLOYERS are granted 30 days to correct any alleged deficiencies stated in the notification.)***

X. PENALTIES

- A. Willful breach of the Agreement by the EMPLOYER, failure to submit the Contract

Compliance Reports, deliberate submission of falsified data, or failure to reach specific hiring or hours worked requirements may result in DOES imposing a fine of 5% of the total amount of the direct and indirect labor costs of the contract for the positions created by EMPLOYER.

- B. EMPLOYERS who have been found in violation two (2) times or more over a 10-year period may be debarred and/or deemed ineligible for consideration for Projects for a period of five (5) years.
- C. Appeals of violations or fines are to be filed with the Contract Appeals Board.

I hereby certify that I have the authority to bind the EMPLOYER to this Agreement.

By:

EMPLOYER Senior Official

Name of Company

Address

Telephone

Email

Signature Department of Employment Services

Date

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SECTORS 1 AND 3

J.5

Living Wage Notice

“THE LIVING WAGE ACT OF 2006”

Title I, D.C. Law No. 16-118, (D.C. Official Code §§ 2-220.01-.11)

Recipients of new contracts or government assistance shall pay affiliated employees and subcontractors who perform services under the contracts no less than the current living wage.

Effective January 1, 2015, the living wage rate is \$13.80.

The requirement to pay a living wage applies to:

- All recipients of contracts in the amount of \$100,000 or more; and, all subcontractors of these recipients receiving \$15,000 or more from the funds received by the recipient from the District of Columbia, and,
- All recipients of government assistance in the amount of \$100,000 or more; and, all subcontractors of these recipients of government assistance receiving \$50,000 or more in funds from government assistance received from the District of Columbia.

“Contract” means a written agreement between a recipient and the District government.

“Government assistance” means a grant, loan or tax increment financing that result in a financial benefit from an agency, commission, instrumentality, or other entity of the District government.

“Affiliated employee” means any individual employed by a recipient who received compensation directly from government assistance or a contract with the District of Columbia government, including any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or contract. The term “affiliated employee” does not include those individuals who perform only intermittent or incidental services with respect to the contract or government assistance or who are otherwise employed by the contractor, recipient or subcontractor.

Certain exceptions apply where contracts are subject to higher wage level determinations required by federal law; contracts delivered by regulated utility; contracts for services needed immediately to prevent or respond to a disaster or imminent threat to the public health or safety declared by the Mayor; contracts awarded to recipients that provide trainees with additional services provided the trainee does not replace employees; tenants or retail establishments that occupy property constructed or improved by government assistance, provided there is no receipt of direct District government assistance; Medicaid provider agreements for direct care services to Medicaid recipients, however, a home care agency, a community residential facility or a group home for persons with intellectual disabilities shall not be required to pay a living wage until implementing regulations are published in the D.C. Register and any necessary state plan amendments are approved; and contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Exemptions are provided for employees under 22 years of age employed during a school vacation period, or enrolled as a full-time student who works less than 25 hours per week, and for employees of nonprofit organizations that employ not more than 50 individuals.

Each recipient and subcontractor of a recipient shall provide this notice to each affiliate employee covered by this notice, and shall also post this notice in a conspicuous site in its place of business.

All recipients and subcontractors shall retain payroll records created and maintained in the regular course of business under District of Columbia law for a period of at least 3 years.

For the complete text of the Living Wage Act of 2006 go to D.C. Official Code §§ 2-220.01-.11

To file a claim, visit: Department of Employment Services , Office of Wage-Hour, 4058 Minnesota Avenue, NE, Fourth Floor, Washington, D.C. 20019; call: (202) 671-1880; or file your claim on-line: does.dc.gov. Go to “File a Claim” tab.

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J.6

Living Wage Fact Sheet

LIVING WAGE ACT FACT SHEET

The "Living Wage Act of 2006," Title I of D.C. Law 16-118, (D.C. Official Code §§ 2-220.01-.11) provides that District of Columbia government contractors and recipients of government assistance (grants, loans, tax increment financing) in the amount of \$100,000 or more shall pay affiliated employees no less than the current living wage rate.

Effective January 1, 2016, the living wage rate is \$13.85 per hour.

Subcontractors of D.C. government contractors who receive \$15,000 or more from the contract and subcontractors of the recipients of government assistance who receive \$50,000 or more from the assistance are also required to pay their affiliated employees no less than the current living wage rate.

"Affiliated employee" means any individual employed by a recipient who receives compensation directly from government assistance or a contract with the District of Columbia government, including any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or a contract. The term "affiliated employee" does not include those individuals who perform only intermittent or incidental services with respect to the government assistance or contract, or who are otherwise employed by the contractor, recipient or subcontractor.

Exemptions – The following contracts and agreements are exempt from the Living Wage Act:

1. Contracts or other agreements that are subject to higher wage level determinations required by federal law (i.e., if a contract is subject to the Service Contract Act and certain wage rates are lower than the District's current living wage, the contractor must pay the higher of the two rates);
2. Existing and future collective bargaining agreements, provided that the future collective bargaining agreement results in the employee being paid no less than the current living wage;
3. Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
4. Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;
5. Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services, provided that the trainees do not replace employees subject to the Living Wage Act;
6. An employee, under 22 years of age, employed during a school vacation period, or enrolled as full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act;

7. Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District of Columbia;
8. Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to Section 501 (c) (3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68 A Stat. 163; 26. U.S.C. § 501(c)(3));
9. Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for persons with intellectual disabilities as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); provided however, that a home care agency, a community residence facility, or a group home for persons with intellectual disabilities shall not be required to pay a living wage until implementing regulations are published in the D.C. Register and any necessary state plan amendments are approved; and
10. Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Enforcement

The Department of Employment Services (DOES) and the D.C. Office of Contracting and Procurement (OCP) share monitoring responsibilities.

If you learn that a contractor subject to this law is not paying at least the current living wage, you should report it to the Contracting Officer.

If you believe that your employer is subject to this law is not paying at least the current living wage, you may file a complaint with the DOES Office of Wage - Hour, located at 4058 Minnesota Avenue, N.E. Fourth Floor, Washington, D.C. 20019, call (202) 671-1880, or file your claim on-line: www.does.dc.gov. Go to "File a Claim" tab.

For questions and additional information, contact the Office of Contracting and Procurement at (202) 727-0252 or the Department of Employment Services on (202) 671-1880.

Please note: *This fact sheet is for informational purposes only as required by Section 106 of the Living Wage Act. It should not be relied on as a definitive statement of the Living Wage Act or any regulations adopted pursuant to the law.*

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Department of Employment Services

MURIEL BOWSER
MAYOR



DEBORAH A. CARROLL
DIRECTOR

January 12, 2016

Dear Employer:

Pursuant to the District of Columbia Living Wage Act of 2006, Title I of D.C. Law 16-118, D.C. Official Code § 2-220.01-.11), effective January 1, 2016, the living wage rate in the District of Columbia is **\$13.85**.

The Living Wage Rate determines the pay rate employers receiving economic development assistance or funding from the District must offer workers. The rate is reviewed annually and can be adjusted in proportion to the annual average increase in the Consumer Price Index for all Urban Consumers in the Washington Metropolitan Statistical Area published by the Bureau of Labor Statistics, U.S. Department of Labor. Based on the review, workers will receive an increase equal to \$.05 of the current living wage rate.

The Department of Employment Services/Office of Wage and Hour looks forward to continuing to provide quality service to all employers. Should you have any questions, please contact Mohammad R. Sheikh, Deputy Director for the Labor Standards Bureau, at 202-671-1555 or by e-mail at mohammad.sheikh@dc.gov.

Sincerely,

A handwritten signature in dark ink that reads "Deborah A. Carroll".

Deborah A. Carroll
Director

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SECTORS 1 AND 3

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Equal Employment Opportunity Statement

Equal Employment Opportunity is **THE LAW**

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected: The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

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Subcontracting Plan



SBE SUBCONTRACTING PLAN

INSTRUCTIONS: All construction & non-construction contracts for **government-assisted projects (agency contracts & private project with District subsidy)** over \$250,000, shall require at least 35% of the amount of the contract (**total amount of agency contract or total private project development costs**) be subcontracted to Small Business Enterprises (SBE), if insufficient qualified SBEs to Certified Business Enterprises (CBE). The SBE Subcontracting Plan must list all SBE and CBE subcontracts at every tier. Once the SBE Subcontracting Plan is submitted for agency contracts, options & extensions, it can only be amended with DSLBD's consent.

SUBMISSION OF SBE SUBCONTRACTING PLAN:

- ▲ For **agency** solicitations - submit to agency with bid/proposal.
- ▲ For **agency** options & extensions - submit to agency before option or extension exercised.
- ▲ For **private projects** - submit to DSLBD, agency project manager and District of Columbia Auditor, with each quarterly report. As private projects may not have awarded all contracts at the time the District subsidy is granted, the SBE Subcontracting Plan may be submitted simultaneously with each quarterly report and list all SBE/CBE subcontracts executed by the time of submission.

CREDIT: For each subcontract listed on the SBE Subcontracting Plan, credit will only be given for the portion of the subcontract performed, at every tier, by a SBE/CBE using *its own organization and resources*. **COPIES OF EACH FULLY EXECUTED SUBCONTRACT WITH SBEs and CBEs (AT EVERY TIER) MUST BE PROVIDED TO RECEIVE CREDIT.**

EXEMPTION: If the **Beneficiary (Prime Contractor or Developer)** is a CBE and will perform the **ENTIRE government-assisted project** with its *own organization and resources* and will **NOT** subcontract any portion of the services and goods, then the CBE is not required to subcontract 35% to SBEs.

| BENEFICIARY (<input checked="" type="checkbox"/> which applies <input type="checkbox"/> Prime Contractor or <input type="checkbox"/> Developer) INFORMATION: | | |
|---|----------------------|----------------------|
| Company: _____ | Contact # _____ | Email address: _____ |
| Street Address: _____ | | |
| ✓ all that applies, Company is: | | |
| <input type="checkbox"/> a SBE <input type="checkbox"/> a CBE <input type="checkbox"/> CBE Certification Number: _____ | | |
| <input type="checkbox"/> WILL perform the ENTIRE agency contract or private project with its own organization and resources | | |
| <input type="checkbox"/> WILL subcontract a portion of the agency contract or private project | | |
| Company's point of contact for agency contract or private project: | | |
| Point of Contact: _____ | Title: _____ | |
| Contact # _____ | Email address: _____ | |
| Street Address: _____ | | |

| GOVERNMENT-ASSISTED PROJECT (<input checked="" type="checkbox"/> which applies <input type="checkbox"/> Agency Contract or <input type="checkbox"/> Private Project) INFORMATION: | |
|--|---|
| AGENCY SOLICITATION | PRIVATE PROJECT |
| Solicitation Number _____ Solicitation Due Date: _____ Agency : _____ Total Dollar Amount of Contract: \$ _____ <i>*Design-Build must include total contract amount for both design and build phase of project.</i> 35% of Total Dollar Amount of Contract: \$ _____ Total Amount of All SBE/CBE subcontracts: \$ _____ <i>(include every lower tier)</i> | District Subsidy: _____ Agency Providing Subsidy: _____ Amount of District Subsidy: _____ Date District Subsidy Provided: _____ Project Name: _____ Project Address: _____ Total Development Project Budget: \$ _____ <i>(include pre-construction and construction costs)</i> 35% of Total Development Project Budget: \$ _____ Total Amount of All SBE/CBE subcontracts: \$ _____ <i>(include every lower tier)</i> |

SBE/ CBE SUBCONTRACTORS (FOR EACH TIER):

| SBE/ CBE SUBCONTRACTOR INFORMATION: (For design-build projects, the SBE Subcontracting Plan is not required to be submitted for preconstruction services; however, a full SBE Subcontracting Plan (35% of the contract amount <i>including total design and build costs</i>) is required to be submitted before entering into a guaranteed maximum price or contract authorizing construction.) | | | |
|--|---------------------------------|---|--|
| SBE/ CBE Company | Address/Telephone No./ Email | Subcontractor Tier (1 st , 2 nd , 3 rd , etc.) | Description of Subcontract scope of work to be PERFORMED WITH SBE/CBEs OWN ORGANIZATION & RESOURCES |
| _____ | _____ | Select Tier | _____ |
| Period of subcontract: _____ Price to be paid to the SBE/CBE Subcontractor: \$ _____ <i>✓</i> all that applies, Subcontractor is: <input type="checkbox"/> a SBE <input type="checkbox"/> a CBE <input type="checkbox"/> CBE Certification #: _____ <input type="checkbox"/> SBE/CBE will perform the ENTIRE subcontract with its own organization and resources <input type="checkbox"/> SBE/CBE will subcontract a portion of the subcontract (MUST LIST EACH LOWER TIER SBE/ CBE SUBCONTRACTS) | | SBE/ CBE Point of Contact Name: _____ Title: _____ Telephone Number: _____ Email Address: _____ | |

| SBE/ CBE SUBCONTRACTOR INFORMATION: (For design-build projects, the SBE Subcontracting Plan is not required to be submitted for preconstruction services; however, a full SBE Subcontracting Plan (35% of the contract amount <i>including total design and build costs</i>) is required to be submitted before entering into a guaranteed maximum price or contract authorizing construction.) | | | |
|--|---------------------------------|---|--|
| SBE/ CBE Company | Address/Telephone No./ Email | Subcontractor Tier (1 st , 2 nd , 3 rd , etc.) | Description of Subcontract scope of work to be PERFORMED WITH SBE/CBEs OWN ORGANIZATION & RESOURCES |
| _____ | _____ | Select Tier | _____ |
| Period of subcontract: _____ Price to be paid to the SBE/CBE Subcontractor: \$ _____ <i>✓</i> all that applies, Subcontractor is: <input type="checkbox"/> a SBE <input type="checkbox"/> a CBE <input type="checkbox"/> CBE Certification #: _____ <input type="checkbox"/> SBE/CBE will perform the ENTIRE subcontract with its own organization and resources <input type="checkbox"/> SBE/CBE will subcontract a portion of the subcontract (MUST LIST EACH LOWER TIER SBE/ CBE SUBCONTRACTS) | | SBE/ CBE Point of Contact Name: _____ Title: _____ Telephone Number: _____ Email Address: _____ | |

I _____ of _____, swear or affirm the above is true and accurate
 (Name) (Title) (Prime Contractor/ Developer)

 (Signature)

 (Date)

Complete additional copies as needed.



AGENCY CONTRACTING OFFICER'S USE ONLY **OR** AGENCY PROJECT MANAGER'S USE ONLY
(✓ which applies. Only one option should be selected.)

| AGENCY CONTRACT AWARD | PRIVATE PROJECT SUBSIDY AWARD |
|---|--|
| Agency: _____ Prime Contractor: _____ Contract Number: _____ Date SBE Subcontracting Plan Accepted: _____ Date agency contract signed: _____ Anticipated Start Date of Contract: _____ Anticipated End Date of Contract: _____ Total Dollar Amount of Contract: \$ _____ <i>*Design-Build must include total contract amount for both design and build phase of project.</i> 35% of Total Contract Amount: \$ _____ Total Amount of All SBE/CBE subcontracts: \$ _____ <i>(include every tier)</i> (✓ if applies) <input type="checkbox"/> Base Period Contract -- Option/Extension Period: _____ <input type="checkbox"/> Multi-year Contract First year (period) of Contract: _____ Current year (period) of Contract: _____ <input type="checkbox"/> Design-Build --Date of Guaranteed Contract: _____ <input type="checkbox"/> Check if prime contractor is a CBE and will perform the ENTIRE government-assisted project (agency contract) with its own organization and resources and NOT subcontract any portion of services or goods. | Agency Providing Subsidy: _____ District Subsidy: _____ Developer: _____ Amount of District Subsidy: _____ Date District Subsidy Provided/ contract signed: _____ Anticipated Start Date of Project: _____ Anticipated End Date of Project: _____ Project Name: _____ Project Address: _____ Total Development Project Budget: \$ _____ <i>(include pre-construction and construction costs)</i> 35% of Total Development Project Budget: \$ _____ Total Amount of All SBE/CBE subcontracts: \$ _____ <i>(include every lower tier)</i> <input type="checkbox"/> Check if developer is a CBE and will perform the ENTIRE government-assisted project (private project) with its own organization and resources and NOT subcontract any portion of services or goods. |

AGENCY CONTRACTING OFFICER'S AFFIRMATION OR AGENCY PROJECT MANAGER'S AFFIRMATION
(✓ which applies)

The Below Agency Contracting Officer or Agency Project Manager Affirms the following (✓ to affirm):

- If the Beneficiary is a CBE, DSLBD was contacted to confirm Beneficiary's CBE certification;
- The fully executed Contract (Base or Option or Extension or Multi-Year) or subsidy document, between the Beneficiary and Agency, was emailed to DSLBD @ Compliance.Enforcement@dc.gov within five (5) days of signing;
- FOR AGENCY CONTRACT** the SBE Subcontracting Plan, submitted by Beneficiary, was emailed to DSLBD @ Compliance.Enforcement@dc.gov within five (5) days of signing the contract between the Beneficiary and Agency.

Name of Agency Contracting Officer or Agency Project Manager

Title of Agency Contracting Officer or Agency Project Manager

Signature

Date

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Bid Bond

REQUEST FOR PROPOSAL
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SECTORS 1 AND 3

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Technical and Price Proposals

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SECURITY GUARD SERVICES
SECTORS 1 AND 3

J.11

Collective Bargaining Agreement

**Rider Agreement for D.C. Public Sites
Sector I and III**

Entered into between AlliedBarton Security Services, LLC (the "Employer") and Service Employees International Union, Local 32BJ ("Union") covering security officers of the Employer or employed at the District of Columbia Public sites (the "D.C. City Wide Sector I and III").

The parties' 2012 Washington D.C. Security Contractors Agreement and/or any subsequent renewal agreements, shall apply to the D.C. Public Sites, Sectors I and III, except as modified and/or otherwise addressed below.

1. Hourly Wage Rate. The following shall replace Articles 14.1 and 14.2:

The minimum rate for Security Guard I shall be:

April 18, 2016 – \$16.70

April 18, 2017- \$17.45

April 18, 2018-\$18.20

The minimum rate for Armed SPO Guard II shall be:

April 18, 2016 – \$24.80

April 18, 2017- \$25.55

April 18, 2018- \$26.30

The minimum raise shall be:

April 18, 2016 – \$0.75

April 18, 2017- \$0.75

April 18, 2018- \$0.75

2. Health & Welfare.

A. Health and Welfare Supplement Payment.

Effective February 13, 2016, full time employees who are already receiving single health insurance coverage or who are newly eligible shall have \$2.05 (per hour paid) deducted from their benefit supplement of \$3.51. Full-time employees (or part time employees who become full time) hired on or after March 16, 2014, shall have \$2.05 (per hour paid), deducted from their benefit supplement of \$3.51 through and until June 30, 2016.

All part time employees and full-time employees not receiving single health insurance coverage shall receive a health and welfare payment of \$3.51 per hour through and until June 30, 2016.

1. Effective July 1, 2016, employees enrolled in health insurance coverage shall have \$2.21 per hour paid deducted from their benefit supplement of \$3.67. Effective July 1, 2016, all part time employees and full time employees not receiving health insurance coverage shall receive a health and welfare payment of \$3.67 per hour.
2. Effective July 1, 2017, employees enrolled in health insurance coverage shall have \$2.37 per hour paid deducted from their benefit supplement of \$3.83. Effective July 1, 2017, all part time employees and full time employees not receiving health insurance coverage shall receive a health and welfare payment of \$3.83 per hour.
3. Effective July 1, 2018, employees enrolled in health insurance coverage shall have \$2.58 per hour paid deducted from their benefit supplement of \$4.04. Effective July 1, 2018, all part time employees and full time employees not receiving health insurance coverage shall receive a health and welfare payment of \$4.04 per hour.

B. SEIU 32BJ Health Fund.

For all employees hired on or before March 31, 2014, who were unable to opt-out of healthcare coverage during the opt-out period provided for in the previous Rider and, therefore, are currently receiving health coverage, there will be a one time "Special Open Enrollment" period from March 15, 2016 through April 15, 2016 in which those employees may elect to decline healthcare coverage. Additionally, the Employer and the Union agree that the list of people in Exhibit A who were employed on March 31, 2014 and who were incorrectly classified as Part-time and later classified as Full-time employees but never had the opportunity to participate in the opt-out process shall also be given the same option from March 15, 2016 to April 15, 2016 to decline healthcare coverage. In order to opt out, employees must provide evidence required by the Fund to establish that they have ACA compliant health coverage elsewhere.

The Open Enrollment period is established by the Fund, occurs annually and consists of a 30-day period within which an Employee who initially opted out must demonstrate ACA compliant health coverage in order to maintain their declination of coverage under this agreement. Only employees who can demonstrate adequate coverage elsewhere shall be permitted to continue to decline coverage. Employees who previously declined coverage prior to January 1, 2014 or who decline coverage during the "Special Open Enrollment" period, will be required annually (during the open enrollment period) to show adequate coverage to continue to remain opted-out of health coverage. Employees who fail to do so will be automatically enrolled in the health plan. The Health Fund shall be responsible for administering any Employee opt-out along with obtaining all

necessary information to confirm Employee coverage elsewhere. The Employer and Union shall make reasonable efforts to assist the Fund. Employees who fail to do so will be automatically enrolled in the health plan. Once an employee has enrolled in such program, he/she may not opt-out or decline coverage other than to make an election between employee only or dependent coverage. For employees receiving health coverage, the Employer shall make monthly payments to the fund consistent with Article 19.1.B. There shall be no waiting period for eligibility or employer payment.

Dependent Health Care Coverage:

Effective January 1, 2016 the Health Fund shall offer dependent health care coverage that satisfies the requirements of the Affordable Care Act to eligible full-time employees currently enrolled in Health coverage who elect such dependent coverage in accordance with the Fund's enrollment procedures and agree to contribute at rates to be determined by the Health Fund Trustees. The Employer agrees to work in good faith with the Union and the Health Fund to get the necessary confirmations and documentation the Employer reasonably deems necessary so that employee contributions for said dependent health care coverage may be deducted on a pre-tax basis from the wages of eligible full-time employees who have elected such coverage through a Section 125 Plan, prior to January 1, 2016. If the necessary confirmations and documentation can be provided, the Employer shall establish and sponsor a plan in compliance with the requirements of Section 125 of the Internal Revenue Code, and any regulations issued thereunder, to allow full-time employees to elect to make pretax premium contributions to the Health Fund for dependent health care coverage. Upon written authorization by the Employee, the Employer shall deduct from the Employee's wages in equal amounts every pay period, on a pre-tax basis, an amount which shall equal the applicable monthly contribution listed below and remit those employee contributions to the Health Fund in accordance with the Health Fund's policies and procedures.

The Employer shall make the following monthly contributions to the Health Fund on behalf of each employee who elects dependent child coverage:

| | |
|---------------------------|-----------------|
| Effective January 1, 2016 | \$812 per month |
| Effective January 1, 2017 | \$873 per month |
| Effective January 1, 2018 | \$939 per month |

The employer shall deduct the following amounts from employees' paychecks for those employees who elect dependent coverage.

| | |
|---------------------------|-----------------|
| Effective January 1, 2016 | \$443 per month |
| Effective January 1, 2017 | \$476 per month |
| Effective January 1, 2018 | \$512 per month |

Newly hired employees may elect dependent child care coverage any time within one hundred twenty (120) days of their dates of hire, although coverage cannot begin earlier than the ninety-first (91st) day of employment.

Enrollment of children due to family status changes such as the birth or adoption of a child or loss of coverage by a non-enrolled dependent may be done at any time in accordance with Fund Special Enrollment Rules as set forth in the Health Fund Summary Plan Description.

The Employer and Union will facilitate open enrollment periods with the Health Fund and make such changes as may be required by the Fund in accordance with its enrollment rules as may be amended. Employees who do not respond in open enrollment shall be placed in single coverage. Enrollment of dependents for those who elect dependent child coverage shall follow the Fund's eligibility and special enrollment rules.

The employer shall establish and maintain a program pursuant to the requirements of Section 125 of the Internal Revenue Code, and any regulations issued thereunder, to allow employees to choose between receiving the amounts above as cash paid in the employee's wages or having the amounts paid to the Building Service 32BJ Health Fund as an employer contribution for health coverage.

C. SRSP/401(k).

The Employer shall begin participation in the Building Service 32BJ Supplemental Retirement and Savings Fund ("SRSP") in accordance with the terms and conditions of such Fund, as it may be amended, at no cost to the Employer.

Effective July 1, 2016, the Employer shall make contributions to the SRSP to cover employees covered by this Agreement with Employer contributions, as well as tax exempt employee wage deferrals as provided by the plan. The obligation to contribute shall commence upon an employee's first date of employment at a D.C. Public Site. There shall be no waiting period for employees to become eligible to participate in the Fund. The rate of Employer contribution shall be:

- Effective 7/1/16 - \$.05 per hour paid.
- Effective 7/1/17 - \$.10 per hour paid
- Effective 7/1/18 - \$.15 per hour paid

3. Seniority. Modify Article 10.1, 10.6 and 10.7 as follows:

- 10.1** After completion of the probationary period, an employee shall attain seniority as of his or her original date of hire. Unless otherwise provided, seniority shall be defined as an employee's length of service with the Employer, or at a District of Columbia Contracted site, whichever is longer. Notwithstanding the foregoing, an employee's seniority as of the effective date of this Agreement shall be the employee's date of hire with the Employer or a predecessor employer from which the chain of employment has been unbroken. The chain of employment is broken where an employee is separated from employment with an employer and at a District of Columbia public account simultaneously. The Employer shall work with the union to resolve any disputed seniority dates brought to their attention 90 days following the ratification of this agreement. Following said 90-day period, the parties will append hereto as Appendix "B" a list of all employees at the sites covered by Article 1.1 and their then-agreed upon seniority dates. If a dispute over a seniority date remains unresolved, the dispute will go to the final step of the grievance process before arbitration. During the grievance and arbitration process, the burden of establishing a seniority date, if different from the date of hire with the Employer, shall be on the Employee. Any resolution of seniority dates that differ from current dates and that bear an economic consequence shall apply (from an economic perspective) prospectively from the date of resolution.
- 10.2** After completion of the probationary period as described in Article 4.3 of this Agreement, newly hired employees shall attain seniority as of their original date of employment.
- 10.3** Unless otherwise prohibited by applicable law, seniority shall be broken by any of the following events:
- 10.3.1** Resignation, retirement, or voluntary termination;
 - 10.3.2** Discharge for cause;
 - 10.3.3** Voluntary promotion into any non-bargaining unit position, unless the employee returns to the bargaining unit within six (6) months of the promotion, in which case the Employee's seniority shall be fully restored, less any time in the non-bargaining unit position;
 - 10.3.4** Inactive employment for any reason exceeding six (6) months or an Employee's length of seniority, whichever is less; or
 - 10.3.5** Failure to return to work after any leave (including recall from layoff) within three (3) calendar days after a scheduled date for return, unless prior written notice is received by the Employer.

- 10.4 Assignments, promotions, and the filling of vacancies, shall be determined on the basis on seniority, provided that in the sole and exclusive opinion of the Employer the Employee is qualified, suitable and available to work. Seniority shall be determinative when, and only when, all other job related factors are equal.
- 10.5 In the event of a layoff due to a reduction in force in a building, the inverse order of classification seniority shall be followed.
- 10.6 An employee who is laid off shall be permitted to bump a less senior Employee at another facility or location that is part of the District of Columbia-contracted unit, provided the Employee is qualified, suitable, and available to work.
- 10.7 The Employer may temporarily or permanently assign an employee to another building that is part of the District of Columbia-contracted unit, provided that employees so assigned shall be credited with all accumulated seniority from their previously assigned location at their new location and shall continue to accrue seniority at their new location as if they had started work at that location, and that such assignments shall not be made arbitrarily.
- 10.8 Part-time employees shall be given preference by seniority in bidding for open full-time positions, provided the employee is qualified, suitable, and available to work. Seniority shall be determinative when all other job-related factors are equal.
- 10.9 The Employer will post all job vacancies on GreatSecurityJobs.com.

4. Training. Article XI shall apply with the following additional provision.

Subject to Paragraph 10 of this Rider, Employees who are required by the Employer to attend training shall be paid no less than their contractual wage and supplement rate under this rider agreement.

5. Workweek, Overtime.

Replace 12.3 with the following:

12.3 Employees regularly scheduled to work at least seven (7) hours in a day shall receive a thirty (30) minute paid meal break and two 15 minute paid breaks. Unless the employee is relieved of all duty during the meal period, the meal period shall be considered an "on duty" meal period and counted as time worked for which the employee shall be paid. The parties agree that the nature of the work performed by a security officer may prevent him or her from being relieved of all duties necessitating an on-the-job paid meal break.

ADD:

12.4 The Employer shall attempt to, weekly or bi-weekly, post via E-Hub the work schedule by (Tuesday) of that week.

12.5 Employees who want to pick up additional shifts shall notify the scheduler and or applicable Captains or Supervisors of their availability for the week or pay period.

6. Holidays. Replace Article XV with:

The following holidays days shall be recognized and observed on the date on which they are observed by the District of Columbia: -- New Year's Day, Martin Luther King Jr. Day, Presidents Day, Emancipation Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day.

All of the above holidays shall be paid holidays. If an employee's worksite or post is closed due to the observance of the holiday, the employee shall be paid straight-time holiday pay. Employees who work the holiday shall be paid straight time holiday pay in addition to their wages for hours worked on the holiday.

7. Bereavement Leave. 2 days paid leave when an eligible family member listed in the DC Master passes away, but total paid leave under this provision shall not exceed three days in a calendar year irrespective of the number of applicable incidents. All conditions for eligibility as per the DC Master.

8. Contractor Transition. Subject to the rights afforded to the Employer under Section 7.3 of the D.C. Master Agreement, where the Employer takes over an account providing service to the Washington, DC government where the employees are currently represented by the Union, the Employer shall offer employees the position that most closely matches their current schedule. Where the available schedules do not match employees' current schedule, the Employer shall offer all positions to employees on the basis of seniority.

9. Discipline and Discharge. The Union and Employer agree to clarify Article 4.2 in that if a Steward or Union Representative is requested by the Employee but unavailable, the Employer will make reasonable efforts to reschedule the meeting to a time when a Steward or Union Representative is available to attend the meeting.

10. Travel. The employer shall pay a minimum of the IRS mileage reimbursement rate for employees asked to drive between worksites during their shift or a minimum of \$2.00 per location shift if the employee must take public transportation. This shall not include the cost of arriving at the first location or leaving the last location worked in a day.

11. Training. The Union and Employer agree to clarify Article 11.3 in that the employee is responsible for the costs associated with renewing their applicable state (or District)

licensing fee, including the cost of renewing their firing range test. The Employer shall be responsible for the cost of all other training with the understanding that the Employer shall first be afforded the opportunity to provide the requisite training. Thereafter, should the Employer be unable to conduct the training, only approved third-party providers (along with the cost of such training) may be utilized by the Employees. The Employer will make reasonable efforts to notify employees of necessary tests needed to renew their license at least three months before expiration, and where the Employer provides classes, the Employer shall make reasonable efforts to make classes available before the expiration of an employee's license.

The Parties agree to discuss the creation of a joint labor – management committee to discuss issues relating to training.

- 12. Vacation.** Article XVIII shall be modified as follows: Sections 18.1.7, 18.1.8, and 18.4 shall remain as per the D.C. Master. Add the following:

Employees shall receive the following vacation entitlements based upon their length of employment with the Employer, or at a District of Columbia-contracted account, whichever is longer. Employees will be entitled to the full amount of their vacation entitlement on their anniversary date. Employees who have not used their vacation upon arriving on their next anniversary date shall have all unused vacation 'bought back.' Vacation carryover will not be permitted. Consistent with the Service Contract Act and its implementing regulations, Employees shall be paid out for all accrued but unused vacation upon termination from the Employer.

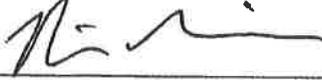
After 1 year – 2 weeks
After 5 years – 3 weeks
After 15 years – 4 weeks

- 13. Labor Management Committee.**

A meeting between the Employer and the Union may be held once each quarter, if requested by either party at a time and place mutually acceptable to both parties for the purposes of discussing matters of mutual concern between the Employer and the Union. The attendees at the meeting shall consist of the Employer's representatives and the Union's representatives not to exceed five (5) attendees from each party. The parties will exchange a written proposed agenda for this meeting within five (5) working days of the scheduled meeting. The attendees of the labor/management meetings shall have no power to change, alter or amend this Agreement. It is understood that these meetings are not intended to supplant the grievance and arbitration procedure as set forth in the Agreement.

14. **Duration.** February 13, 2016 through January 18, 2019.

For SEIU Local 32BJ



Name Printed: *Richard Gibson*
Date: *2/17/16*

For AlliedBarton Security Services LLC



Name Printed: *DAVID CHAPLA*
Date: *2/17/16*

2016 Washington D.C. Security Contractors Agreement

Between

AlliedBarton Security Services LLC

And

Service Employees International Union, Local 32BJ

Effective

April 16, 2016 through April 15, 2020

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Article 1: Recognition

- 1.1 (a) This Agreement shall apply to all full-time and regular part-time security officers ("Security Employees") employed at or assigned to the locations in Washington D.C. defined in (b) below, excluding managers, supervisors, professionals, confidential employees, non-security officer employees, and clericals within the meaning of the Labor Management Relations Act. Supervisors herein shall include shift supervisors.
- (b) This Agreement shall apply to Security Officers employed or assigned to:
- (i) multi-tenant commercial office buildings where no single tenant or user (including any affiliate of such tenant) occupies in excess of 60% of the actual leased and rented space,
 - (ii) single-tenant commercial office buildings where the Union represents employees who perform cleaning or other building services,
 - (iii) public facilities, public arenas, convention centers and similar facilities operated by state and/or local authorities,
 - (iv) buildings and facilities operated by any Federal agency or entity and subject to the Service Contract Act, and (v) contracts covering transit (i.e. bus, rail);
 - (vi) higher education sites,
 - (vii) tenant security where the security in the base building is provided by a signatory employer;
 - (viii) healthcare facilities where a union represents a substantial portion of employees,
 - (ix) museums and other similar cultural institutions
 - (x) other buildings or facilities that the Union and Employer agree will be covered by the Agreement; except that economic terms and conditions at buildings or facilities other than office buildings as defined in paragraph 6(A) of D.C. Official Code § 32-1002 shall be set forth in Riders applicable to each such building or facility. Notwithstanding the foregoing, and unless otherwise provided in this Agreement, if the Union becomes the representative of employees who perform cleaning or other building services at a single-tenant commercial office building that is not currently a covered location, the Agreement shall apply at that building as of the date the Union is recognized or certified as the bargaining representative of such other building service employees.
- (c) This Agreement shall apply to Security Officers employed by the Employer for sites that are owned or controlled by the Metropolitan Washington Airport Authority or sites owned or controlled by airline carriers who contract directly with the Metropolitan Washington Airport Authority (DCA, IAD) or airline carriers at Washington Reagan National Airport or Washington Dulles Airport. For employees employed by the Employer at the Baltimore-Washington International Thurgood Marshall Airport (BWI) the Employer agrees to follow the recognition process as set forth in the 2015 Baltimore Security Contractors Agreement between AlliedBarton Security, Crown Security and Securitas Security and Service Employees International Union 32BJ.

- 1.2 The Employer may hire or engage security personnel to perform specialized functions (such as, but not limited to, canine patrols, armed guards, and/or staffing relating to short terms events) for up to and including sixty (60) days without such personnel being covered by the terms of this Agreement, subject to extension by mutual consent.
- 1.3 The Union is recognized as the exclusive collective bargaining representative for all classifications of security employees within the bargaining unit defined above.
- 1.4 Upon execution of this Agreement, the Employer will provide to the Union in writing the name, home address, hours of employment, present wage rates, telephone number, and job classification of each employee working at the locations subject to this Agreement.
- 1.5 The Employer shall, within thirty (30) days of hire, notify the Union in writing of the name, home address, telephone number, work location, job classification, part-time/full-time status, and wage rate of each new employee engaged by the Employer subject to this Agreement.
- 1.6 Immediately upon notification that the Employer has become a service provider at a new location, the Employer shall notify the Union in writing, sent by facsimile to the Union's offices in the District of Columbia, of the new location and the date on which it is to commence performing work at that location.
- 1.7 If the Union and Employer are unable to reach agreement regarding economic terms and conditions for any location subject to a Rider, the dispute resolution procedure agreed to and set forth in Appendix A.
- 1.8 The Employer (and its agents) will not take any action or make any statements that will state or imply opposition to the employee selecting the Union as their collective bargaining agent.
- 1.9 Upon the Union's demonstration that a majority of Security Officers at a location (or contiguous grouping of locations) or at any other appropriate grouping of locations as defined in Article 1.1 at the Union's option, have designated the Union as their bargaining representative by signing authorization cards or petitions, the Employer shall recognize the Union as the exclusive collective bargaining representative for that location or locations.
- 1.10 The Employer shall be bound by the applicable area-wide agreement, covering security officers, for all work subject to the scope of those agreements within the Union's current or future jurisdiction.

Article 2: Union Security

- 2.1 In so far as permitted by law, it shall be a condition of employment that all employees covered by this Agreement shall become and remain members in the Union on the thirty-first (31st) day following the date this Article applies to their work location or their date of employment, whichever is later. The requirement of membership under this section is satisfied by the payment of the financial obligations of the Union's initiation fee and periodic dues uniformly imposed.
- 2.2 Upon receipt by the Employer of a letter from the Union's Secretary-Treasurer requesting an employee's discharge because he or she has not met the requirements of this Article, unless the Employer questions the propriety of doing so, the employee shall be discharged within fifteen (15) days of the letter if prior thereto the employee does not take proper steps to meet the requirements. The Union shall not ask or require the Employer to discharge any employee except in compliance with the law.

Article 3: Check Off

- 3.1 The Employer agrees to deduct each month monthly dues, initiation fees, agency fees, American Dream Fund or Political Action Fund contributions, and all legal assessment due to the Union from the wages of an employee covered by this Agreement, when authorized by the employee in writing in accordance with applicable law. The Union will furnish the necessary authorization forms to the Employer.
- 3.2 The Parties agree to adopt the language in Article III, relating to the electronic submission of dues that is set forth in the successor collective bargaining agreement to the 2012-2016 New York City Collective Bargaining Agreement between SEIU Local 32BJ and Securitas Security Services, Inc., AlliedBarton Security Services, LLC and G4S Secure Solutions (USA) Inc.
- 3.3 The Employer shall deduct and remit to the Union the dues or other monies in accordance with this Article by the twenty-fifth (25th) day of each month. If the Employer fails to deduct or remit to the Union the dues or other monies by the thirtieth (30th) day from the date that such dues or other monies should have been deducted or remitted, the Employer shall pay interest on such dues, initiation fees, agency fees, or contributions at the rate of one (1) percent per month beginning on the thirtieth (30th) day, unless the Employer can demonstrate the delay was for good cause due to circumstances beyond its control.
- 3.4 If an employee does not revoke his or her check-off authorization at the end of the year following the date of authorization, or at the end of the current contract, whichever is earlier, the employee shall be deemed to have renewed his or her authorization for another year, or until the expiration of the next succeeding contract, whichever is earlier.

- 3.4 The Union agrees to indemnify and hold the Employer harmless with respect to any actions, claims, proceedings, suits or liability of any kind arising out of or by reason of any action taken or not taken by the Employer for the purpose of complying with any provision of this Article.
- 3.5 At the time of hire, the Employer shall give to new employees a packet, provided by the Union, containing a Union membership application form, check-off authorization form, text-email authorization forms and, where appropriate, other applicable forms. The Employer will send to the Union offices those forms (or portions thereof) that the employee chooses to fill out and return to the Employer.

Article 4: Discharge and Discipline

- 4.1 Employees may not be discharged or disciplined except for just cause. The Employer agrees to use progressive discipline except in instances wherein immediate discharge or suspension is justified. The parties agree that the employee shall sign all disciplinary reports as an acknowledgment of receipt only. The Employer agrees not to discipline employees who do not sign a disciplinary form. The Employer agrees that not signing the disciplinary form is not a disciplinary offense in and of itself. The employee's failure to sign the disciplinary form or otherwise not acknowledge the discipline in no way negates the discipline or impacts the occurrence itself. Discipline shall be issued as soon as possible, but no later than ten (10) business days after the close of an investigation. A copy of the disciplinary report shall be provided to the member for their signature acknowledging receipt.
- Upon request of the Union, the Employer shall give the Union a copy of the disciplinary or discharge form, or in lieu of, a written statement describing the general reason(s) for discharge or discipline, within a reasonable period of time not to exceed ten (10) business days after the discharge or discipline.
- 4.2 All written disciplinary warnings shall be removed from the employees file after eighteen (18) months and cannot be used thereafter as part of the disciplinary procedure.
- 4.3 All employees shall have the right to have a Shop Steward or other Union Representative present at any investigatory meeting that the employee reasonably believes may lead to discipline. To effectuate the presence of such an individual, the employee must request the presence of the Shop Steward or Union Representative.
- 4.4 Employees shall have a trial or probationary period of ninety (90) days during which they may be discharged or disciplined without recourse to the grievance and arbitration procedure set forth in Article 24 below.

Article 5: Drug Testing and Background Checks

- 5.1 The Employer shall have the right to require applicants to be drug tested or screened to satisfy other reasonable background checks or requirements reasonably imposed by either the Employer or its customers. Applicants who fail to satisfactorily complete such pre-employment tests, screens or checks may be denied employment without resort to the grievance or arbitration procedure.

The Employer may also test a current Employee for reasonable cause (suspicion) and/or after an accident involving such Employee that has occurred while the Employee was on duty. Refusal to submit to a drug test will be treated as though a positive test has occurred and the Employee will be terminated.

- 5.2 There shall not be any deductions from pay for employment examinations, physical or otherwise, or for any drug tests or screens, or background checks, required or requested by the Employer, except that security licensing renewals required by the District of Columbia for employees not covered by riders may be deducted from pay if such deduction is authorized in writing by the employee, provided that the Employer is not required by law to pay such fees.

Article 6: No Strikes, Picketing or Other Interruption of Work/ No Lockouts

- 6.1 There shall be no strikes (including, but not limited to, economic, unfair labor practice or sympathy strikes), picketing, work stoppages or job actions by employees or the Union, relating to this bargaining unit, or lockouts, during the term of this Agreement. At any location covered by this Agreement, the Union shall not engage in any handbilling, leafleting, distribution of literature, public appeals, or demonstrations directed at non-bargaining unit members, involving matters or disputes regarding the terms and conditions of this Agreement. In the event of a strike of another labor group or the Union involving the customer's property or operations, the employees will remain on the job for the protection of life, limb, and property, and shall not be required to assume duties outside the scope of this Agreement.

- 6.2 The Union acknowledges that security officers' duties may include the apprehension, identification and reporting of, and giving evidence, against any persons who perform or conduct themselves in violation of work rules or applicable laws while on the Employer's or the customer's premises, including members of this bargaining unit, and that the performance of such duties shall not subject security officers to punishment, discipline or charges by the Union.

Article 7: Management Rights

- 7.1** Subject to the terms of this Agreement, the Employer shall have the exclusive right to manage and direct the workforce covered by this Agreement. Among the exclusive rights of Management, but not intended as a wholly inclusive list of them are the rights: to plan, direct and control all operations performed at the various locations served by the Employer; to direct and schedule the workforce; to determine the methods, procedures, equipment, operations and/or services to be utilized and/or provided or to discontinue their performance by the employees of the Employer; to transfer or relocate and/all of the operation(s) of the business to any location or discontinue such operations, by sale or otherwise in whole or in any part at any time; to establish, increase or decrease the number of work shifts, their starting and ending times and determine the work duties of Employees; to require that duties other than normally assigned be performed; to select supervisory employees; to train Employees; to discontinue or reorganize or combine any part of the organization; to promote and demote employees consistent with the operational needs of the business; to discipline, suspend, and discharge for just cause; to relieve Employees from duty due to lack of work or any other legitimate operational reason; to cease acting as a contractor at any location or cease performing certain functions at a location, even though Employees at that location may be terminated or relieved from duty as a result.

Any of the rights, power or authority the Employer has when there was no Agreement are retained by the Employer and may be exercised without prior notice to or consultation with the Union, except those specifically abridge or modified by this Agreement and any supplementary subsequent agreement which may be made and executed by the parties.

The Employer shall also have the right to promulgate post and enforce reasonable rules and regulations governing the conduct of Employees during working hours. In any arbitration in which the Employer's rule or regulation is found to be unreasonable, the arbitrator may only order rescission of the rule or regulation, and may not modify or alter the rule or regulation in any manner.

- 7.2** The foregoing statements of management rights and Employer functions are not exclusive, and shall not be construed to limit or exclude any other inherent management rights not specifically enumerated.
- 7.3** The Union recognizes that the Employer provides a service of critical importance to the customer. If a customer or tenant demands that the Employer remove an Employee from further employment at an account or location, the Employer shall have the right to comply with such demand, provided the Employer shall make a good faith effort to obtain the customer/client demand in writing or in e-mail or if the demand is not in writing the Employer shall make a good faith attempt to obtain from the customer/tenant a good faith reason to justify such removal apart from the demand itself. However, unless the Employer has cause to discharge

the employee, the Employer will place the employee in a job at another account or location covered by this Agreement without loss of seniority or reduction in pay or benefits. If the Employer has no other accounts or locations under this Agreement where there are positions at the employee's same wage rate and benefits, the employee shall be placed at another account or location of the Employer ("Other Location") in a lower wage category, or where there are lesser benefits; or, at the employee's option, the employee may be laid off with the right, subject to the Employer's suitability determination, to fill positions that become available within three (3) months if the Employer obtains, or a vacancy occurs at, another account subject to this Agreement where the wage rate and benefits are at least equal to the wage rate and benefits previously enjoyed by the employee. When informed of the possibility of a layoff under this paragraph, the employee shall have ten (10) days in which to notify the Employer if he or she wishes to accept a position with the Employer at another location. Nothing herein shall require the Employer to place an employee in a position for which the employee is not qualified.

Upon written request, by the Union, the Employer shall provide the customer/tenant's written demand, if any. In the event no written demand exists, the Employer shall, upon request of the Union, provide the stated reason for the customer/tenant demand, if known.

Transfers or removals of employees shall not be arbitrary or retaliatory. Pursuant to this section 7.3, there shall be no obligation on the part of the Employer to remove, substitute, or displace an employee at a particular site or location.

- 7.4 The Employer shall promptly notify the Union, where possible in advance, of any reductions in the number of employees assigned to any work location covered by this Agreement.
- 7.5 Upon not less than two (2) weeks advance notice to the Union, the Employer may subcontract, in accordance with a good faith request or demand of a client or customer, to any person, firm, corporation, or entity, bargaining unit work presently performed by employees in the bargaining unit.
- 7.6 Subcontracting is limited to circumstances where subcontracting is required by government regulations, or is required by a client or customer with regard to the use of disadvantaged business enterprises, or is needed to perform for specialty services for a client or customer, and to similar circumstances.

Article 8: Non-Discrimination

- 8.1 There shall be no discrimination against any Employee by reason of race, creed, color, age, religion, veteran status, disability, national origin, sex, sexual orientation, marital status, union membership, or any other characteristic to the

extent protected by applicable law. All such claims shall be subject to the grievance and arbitration procedure. Arbitrators shall appropriate law in rendering decisions based upon claims of discrimination.

Article 9: Contractor Transition

- 9.1 When taking over or acquiring an account or location covered by a collective bargaining agreement with the Union, the Employer will offer employment to and hire incumbent employees who have been employed at the account or location for at least six (6) months and who accept the offer of employment, and to the extent permitted by law shall recognize the Union as the bargaining representative of the employees and apply this Agreement to the account or location. Employees who have been employed at the account or location for less than six (6) months, shall be required to complete a probationary period of employment in accordance with Article 4.3 of this agreement. Employees enjoying higher wages or better benefits than provided for herein shall continue to enjoy at least the same. Nothing in this section shall preclude the Employer from reducing the staffing complement at any account, facility, or location, or portion thereof, provided that any such reduction is done by seniority within classification at the location and otherwise complies with applicable law. The Employer may adjust hours worked on takeover of the account or location, provided such adjustments are not arbitrary. However, the employer will attempt to maintain medical health care eligible positions where possible.
- 9.2 If the Employer takes over a job subject to a Rider agreement with the Union, it may adopt the Rider with regard to economic terms applicable to the account or location, rather than applying the terms of this Agreement.
- 9.3 Employees retained by the Employer shall be given credit for length of service with the predecessor employer(s) for all purposes, including but not limited to seniority (as defined in Article 10), benefits, and vacation entitlement, except that retained employees who were employed at the account or location for less than six (6) months shall be subject to a new ninety (90) day probationary period.
- 9.4 If the Employer loses an account or location, it shall pay all unused accrued vacation and personal leave to employees that the Employer does not retain in the last paycheck. The successor Employer's obligation for benefits shall commence on the date that it takes over the account or location. The successor Employer shall, at its sole discretion depending on business needs, permit an employee, upon two (2) weeks notice, to take unpaid leave equal to the *pro rata* accrued vacation time that the predecessor Employer paid to the employee, upon proof by the employee that such vacation was paid out or was required to be paid out by the predecessor Employer.

- 9.5 The Employer shall provide notification to the Union of cancellation of an account or location within five (5) business days of such written notification to the Employer. Upon the Union's written request, the Employer shall provide to the Union within ten (10) business days, the names of all employees at the account or location, their wage rates, full- or part-time status, dates of hire, and leave balances.
- 9.6 The Employer shall make its best effort to notify the Union that it is taking over an account or location at least ten (10) business days prior to commencement of services at the account or location or within five (5) days of being awarded the account covered by this agreement, whichever comes first.
- 9.7 Where the Employer loses an account or location and the successor Employer does not hire all of the predecessor Employer's employees, any laid off employee who has completed the probationary period shall have the right, for three (3) months, to fill positions within the employee's classification that may become available at other accounts or locations of the predecessor Employer that are subject to this Agreement, provided the employee is qualified, suitable, and available to work. Recall rights hereunder are in order of Employer seniority within classification. There shall be no bumping rights in conjunction with this paragraph.

Article 10: Seniority

- 10.1 After completion of the probationary period, an employee shall attain seniority as of his or her original date of hire. Unless otherwise provided, seniority shall be defined as an employee's length of service with the Employer. Notwithstanding the foregoing, an employee's seniority as of the effective date of this Agreement shall be the employee's date of hire with the Employer or a predecessor employer that is, as of the effective date of this Agreement, party to a collective bargaining agreement with the Union covering security officers in Washington D.C., from which the chain of employment has been unbroken. The chain of employment is broken where an employee is separated from employment with an employer and at a building simultaneously. The burden of establishing a seniority date, if different from the date of hire with the Employer, shall be on the employee and based on documented proof. The Employer and the Union shall attach hereto an Appendix B containing a list of all employees at the sites covered by Article 1.1 and their agreed upon seniority dates.
- 10.2 After completion of the probationary period as described in Article 4.3 of this Agreement, newly hired employees shall attain seniority as of their original date of employment.

- 10.3** Unless otherwise prohibited by applicable law, seniority shall be broken by any of the following events:
- 10.3.1** Resignation, retirement, or voluntary termination;
 - 10.3.2** Discharge for cause;
 - 10.3.3** Voluntary promotion into any non-bargaining unit position, unless the employee returns to the bargaining unit within six (6) months of the promotion, in which case the Employee's seniority shall be fully restored, less any time in the non-bargaining unit position;
 - 10.3.4** Inactive employment for any reason exceeding six (6) months or an Employee's length of seniority, whichever is less; or
 - 10.3.5** Failure to return to work after any leave (including recall from layoff) within three (3) calendar days after a scheduled date for return, unless prior written notice is received by the Employer.
- 10.4** Assignments, promotions, and the filling of vacancies, shall be determined on the basis on seniority, provided that in the sole and exclusive opinion of the Employer the Employee is qualified, suitable and available to work. Seniority shall be determinative when, and only when, all other job related factors are equal.
- 10.5** In the event of a layoff due to a reduction in force in a building, the inverse order of classification seniority shall be followed, provided, however, that for the purpose of this paragraph, seniority shall be based on total length of service in the building.
- 10.6** An employee who is laid off shall not be permitted to bump a less senior Employee at another facility or location. However, the laid off Employee shall have the right, for three (3) months to fill positions within the Employee's classification that may become available at the same account or location or at other accounts or locations subject to this Agreement, provided the Employee is qualified, suitable, and available to work. Seniority shall be determinative only when all other job-related factors are equal.
- 10.7** The Employer may temporarily or permanently assign an employee to another building, or among other buildings, covered by Article 1.1 of this Agreement, provided that employees so assigned shall be credited with all accumulated seniority from their previously assigned location at their new location and shall continue to accrue seniority at their new location as if they had started work at that location, and that such assignments shall not be made arbitrarily.
- 10.8** Part-time employees shall be given preference by seniority in bidding for open full-time positions, provided the employee is qualified, suitable, and available to work. Seniority shall be determinative when all other job-related factors are equal.

- 10.9 The Employer will post all job vacancies on a mutually agreed-upon location in Washington D.C.

Article 11: Training

- 11.1 The Employer and the Union are committed to providing the Employer's customers, and their tenants, security employees whose training meets all applicable standards and ensures a high level of customer service.
- 11.2 Employees shall be required to successfully complete all training established and mandated by the Employer. The Employer retains sole discretion to determine the type and scope of such training. In addition, the Employer may require additional training for employees tailored to classifications that the Employer may establish or for other reasons that the Employer determines appropriate.
- 11.3 Unless otherwise addressed herein, Employees shall not be required to pay for the cost of any training required by the Employer. The Employees shall be responsible, however, for the payment of all applicable state (or District) licensing fees. All individuals who desire to work for the Employer must complete Security Officer Basic Course ("SOBC") training prior to beginning their employment. Any time spent in SOBC training or any other pre-employment training shall not be considered compensable time.

Article 12: Workweek, Overtime

- 12.1 Employees called into work for any time not consecutive with their regular schedule shall be paid for at least four (4) hours of work at straight time, subject to applicable wage and hour laws.
- 12.2 Employees who work in excess of forty (40) hours during a workweek shall be paid at one-and-one-half (1½) times their regular hourly rate of pay. Unless otherwise required by law, hours not actually worked shall not be included in the overtime calculation. There shall be no pyramiding or duplication of hours for the purposes of overtime calculation.
- 12.3 Employees regularly scheduled to work at least seven (7) hours in a day shall receive a thirty (30) minute meal break. Unless the employee is relieved of all duty during the meal period, the meal period shall be considered an "on duty" meal period and counted as time worked for which the employee shall be paid. The parties agree that the nature of the work performed by a security officer may prevent him or her from being relieved of all duties necessitating an on-the-job paid meal break.

- 12.4 In the event of foreseeable mandatory overtime, such overtime shall be assigned to employees in the relevant classification in inverse-seniority order. Foreseeable mandatory overtime is defined as overtime that the Employer knows about at least five (5) business days before the overtime shift.

Article 13: Method of Pay

- 13.1 Employees shall be paid no less frequently than bi-weekly. Unless prevented by an intervening holiday or other event, Employees shall be paid no later than eight (8) days after the pay period ends. Employees may request pay statements itemizing hours worked, rates of pay, and any deductions from their pay.
- 13.2 The Employer may require at no cost to the employee, that an employee's paycheck be electronically deposited at the employee's designated bank. The Employer may, if an Employee consents and there is no cost to the Employee, utilize other improved technologies such as pay card for payment of wages. The Employer shall notify the Union prior to offering any such other improved technology to Employees.

Article 14: Wages

- 14.1 On January 1, 2016, all employees shall be paid a minimum of \$16.09 hourly or receive an increase of \$1.10 hourly, whichever results in a higher rate of pay.

Effective July 1, 2017, all employees shall receive a minimum 35 cents per hour raise and the minimum rate shall increase to \$16.44 per hour;

Effective July 1, 2018, all employees shall receive a minimum 55 cents per hour raise and the minimum rate shall increase to \$16.99 per hour.

Effective July 1, 2019, all employees shall receive a minimum 55 cents per hour raise and the minimum rate shall increase to \$17.54 per hour.

Any retroactive pay owed for 2016 shall be issued in a separate payroll, within thirty (30) calendar days of the ratification of this agreement.

- 14.2 It is the intent of the parties that, at any point, the "Total Economic Compensation" (as defined below) shall be equal to or greater than the combined amount of the Service Contract Act ("SCA") Guard 1 wage rate plus the benefit supplement rate set forth in the Washington DC SCA area wage determination (i.e. the "Combined Amount").

Total Economic Compensation (Full-Time Employees): Total hourly compensation for full-time Employees shall be defined as the hourly wage added to the monthly health care contribution divided by 173.333 added to the hourly SRSP contribution added to the sick/personal days provided (hourly rate x 7 sick/personal days x 8 hours divided by 2080) as follows:

$$4/16/16 - \$16.09 + \$2.04 + \$0.31 + \$0.43 = \$18.87$$

$$7/1/16 - \$16.09 + \$2.21 + \$0.31 + \$0.43 = \$19.04$$

$$7/1/17 - \$16.44 + \$2.37 + \$0.31 + \$0.44 = \$19.56$$

$$7/1/18 - \$16.99 + \$2.58 + \$0.31 + \$0.46 = \$20.34$$

$$7/1/19 - \$17.54 + \$2.85 + \$0.31 + \$0.47 = \$21.17$$

The parties agree that the Total Economic Compensation for full-time and part-time Employees includes any amount due to Employees under federal or local laws for uniform maintenance and cleaning. The parties agree that the Combined Amount may be measured against the above totals. The Employer may request a Memorandum from the Union that summarizes Total Economic Compensation calculation totals at any point during the Agreement. If the Employer disagrees with the amounts, it shall proceed directly to Step 3 of the Grievance and Arbitration process.

- 14.3** Notwithstanding any other provisions of this Agreement, the wage rates, benefits, and conditions of employment for services performed pursuant to contracts with any agency, department, or division of the United States Government, or for services performed in any premises leased or rented by any such agency, department or division, shall be not be less than the wage rates, benefits, and conditions of employment established by the Secretary of Labor, if such wage rates, benefits, and/or conditions of employment are more favorable than those provided for herein.
- 14.4** No employee employed on the effective date of this Agreement shall have his or her hourly wage reduced as a result of this Agreement.

14.5 (a) It is agreed to and understood by the Union and the Employer that certain events and/or circumstances will have the effect of re-opening this Agreement for purposes of bargaining economic terms and conditions of this Agreement. Those events and/or circumstances are as follows:

1. Any ruling, finding, award, and/or determination that the manner in which this Agreement is being administered is not in compliance with D.C. Official Code Section 32-1002;
2. In the event that local or federal legislation requires employees covered by this Agreement to be paid wages and/or benefits more favorable than those provided for herein.
3. The Combined Amount is greater than the Total Economic Compensation as defined in 14.2.1

(b) In the event of a re-opening relative to economic terms and conditions of this Agreement, consistent with paragraph (a) above, the parties further agree that all other non-economic terms and conditions of this Agreement shall remain in full force and effect during the term of this Agreement.

14.6 The parties agree that the sole purpose of any re-opener applicable to Article 14.5 is to negotiate increased wage and/or benefit levels that comply with applicable law. Nothing herein shall be construed to permit the Employer to decrease the wage or benefit levels enjoyed by employees prior to the re-opener. In the event that the parties cannot agree within two weeks of the re-opener, or any transition period provided under applicable law or regulation, until such time as an agreement is reached, any additional monies necessary to comply with any new wage determination shall be allocated, until exhausted, to wages. In the event of a re-opening relative to the economic terms and conditions of this Agreement, pursuant to Section 14.5, the parties further agree that all other non-economic terms and conditions of this Agreement shall remain in full force and effect during the term of this Agreement. It is further agreed by the parties, that any changes to the economic terms of this Agreement agreed to during re-opener negotiations, shall become effective 30 days after the parties reach agreement.

14.7 It is further agreed and understood by the Union and the Employer that any overtime paid to employees covered by the Agreement shall be paid using the employee's regular rate of pay as determined in Article 14.1.

Article 15: Holidays

15.1 The following are designated as holidays on the days set forth in 15.3: New Year's Day, Dr. Martin Luther King Jr.'s Birthday Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day.

15.2 Employees who work on any holiday listed below shall be paid at one-and-one-half (1½) his/her hourly rate. In addition, full-time employees shall receive holiday pay (regularly scheduled hours at straight time) on Christmas Day starting in 2019 based on their regularly scheduled hours regardless of whether or not they work. This means that starting in 2019, full-time employees working on Christmas Day will earn double time. Employees not working on New Year's Day, Dr. Martin Luther King Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve or Christmas Day (2016 - 2018) shall not receive holiday pay. Part-time employees not working on a holiday shall not receive holiday pay.

15.3 The Employer shall post a list of the holidays observed at the building at each work site as listed below:

2016

Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Eve
Christmas Day

Monday, May 30th
Monday, July 4th
Monday, September 5th
Thursday, November 24th
Saturday, December 24th
Sunday, December 25th

2017

New Year's Day
Dr. Martin Luther King Jr.'s Birthday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Eve
Christmas Day

Sunday, January 1st
Monday, January 16th
Monday, May 29th
Tuesday, July 4th
Monday, September 4th
Thursday, November 23rd
Sunday, December 24th
Monday, December 25th

2018

New Year's Day
Dr. Martin Luther King Jr.'s Birthday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Eve
Christmas Day

Monday, January 1st
Monday, January 15th
Monday, May 28th
Wednesday, July 4th
Monday, September 3rd
Thursday, November 22nd
Monday, December 24th
Tuesday, December 25th

2019

New Year's Day
Dr. Martin Luther King Jr.'s Birthday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Eve
Christmas Day

Tuesday, January 1st
Monday, January 21st
Monday, May 27th
Thursday, July 4th
Monday, September 2nd
Thursday, November 28th
Tuesday, December 24th
Wednesday, December 25th

2020

New Year's Day

Dr. Martin Luther King Jr.'s Birthday

Wednesday, January 1st

Monday, January 20th

Article 16: Leaves of Absence

- 16.1** Once during the term of this Agreement, Employees may request an unpaid personal or emergency leave of absence of up to thirty (30) days, if they have been employed for at least two (2) years. The Employer shall not unreasonably withhold approval of such leave, providing that it is compatible with the proper operation of the location. Emergency leave may be requested on an emergency basis, provided that upon the Employee's return to work the Employer may request documentation of the emergency.
- 16.2** The Employer shall provide Employees with leaves of absence for Union-related activities, where practicable, not to exceed sixty (60) days and no more than four (4) officers in any six (6) month period. Employees on Union-related leave shall accrue seniority.
- 16.3** Employee seniority does not accrue but is not broken during authorized leaves of absence, except where required by law and as provided in section 16.2. Individuals on unpaid leave shall not accrue vacation. Unpaid time off may effect eligibility for vacation and health and welfare benefits.
- 16.4** The Employer agrees to comply with the provisions of applicable state and federal family leave laws, including the D.C. Family and Medical Leave Act and D.C. Parental Leave Act.
- 16.5** All applicable statutes and valid regulations about reinstatement and employment of veterans shall be observed.

Article 17: Uniforms

- 17.1** The Employer shall provide appropriate uniforms to Employees without cost to the Employee. Only where the uniforms issued to the Employee required dry-cleaning or other unique care, shall the Employer be responsible for the cost of such care. In the case of dry cleaning, the Employer shall establish the frequency and schedule regarding dry cleaning.
- 17.2** All uniforms and other equipment furnished by the Employer shall be returned at the time of termination of employment. The Employer may not require deposits for uniforms.

- 17.3 It is recognized that the uniform is an important part of the image of the security industry and each Employers' brand. Uniforms shall be treated in a way that is consistent with maintaining this image and brand.

Article 18: Vacation

- 18.1 All vacation will be based on an accrual system, which is a bi-weekly (per pay period) prorated amount of vacation earnings.
- 18.1.1 Fiscal Year Schedule: All vacation schedules will be based on a fiscal/calendar year schedule (January 1st - December 31st). After an Employee's first year transition period, all vacation will be available on a calendar year.
- 18.1.2 Vacation Availability: Employees will both earn (accrue) and use their vacation during the calendar year.
- 18.1.3 Advanced Vacation: Subject to the conditions of this provision, Employees will be able to take all eligible vacation time in advance of earning it (see example below). In the event an Employee separates from employment and he or she has taken vacation not yet earned, the advanced hours will be deducted from the final paycheck if state law permits. Employees may not take more vacation than they would have accrued in the calendar year. The Employee must sign the appropriate "Request for Vacation" form prior to being allowed to use advanced but unearned vacation.
- 18.1.4 Vacation Eligibility: All Employees' hours will be reviewed periodically to determine qualification for vacation accrual. Employees who average 35 or more hours (for all paid hours in the review period) shall accrue vacation as set forth in Article 18.2. Employees who average less than 35 hours (for all paid hours in a twelve (12) month review period) shall accrue vacation on a pro rata basis.
- 18.1.5 Buy-Back of Vacation: Employees can "buy back" time if earned time is available and they have a positive balance. Unearned vacation will not be advanced for the purposes of a buy-back.
- 18.1.6 Vacation Carryover will not be allowed and unused vacation shall be paid out by February 1st of each year. If company policy allows, unused vacation can be "bought back" at any time during the year.
- 18.1.7 Vacation pay shall be paid at the employee's regular straight time hourly rate of pay, on the payday immediately preceding the week in which the vacation days fall.

18.1.8 When compatible with proper operation of the facility, selection and preference as to the time of taking of vacations shall be granted to employees on the basis of seniority.

18.1.9 Employees shall be paid unused vacation on a *pro rata* basis upon their termination of employment for any reason.

18.2 Standard vacation for full-time Employees will be accrued on a pay period basis on the following schedule:

| Years of Service (see Article 10.1) | Tier | Maximum Vacation allowance | <u>Vacation accrued/earned per pay period</u> |
|---|-------|-------------------------------|---|
| 0 - <3 Year | One | 5 days (40 hours) | 1.53 hours |
| 3 Years | Two | 10 days (80 hours) | 3.08 hours |
| 8 Years | Three | 15 days (120 hours) | 4.62 hours |
| 15 Years | Four | 20 days (160 hours) | 6.16 hours |
| - Upon reaching the next tier anniversary date, Employees will begin to accrue at the next higher rate. | | | |

18.3 Employees reaching their first year anniversary dates (transitioning Employees): In the pay period following their first anniversary date, full-time Employees will begin to accrue vacation each pay period and will be eligible for a pro-rated amount of time to use from their first anniversary date through the end of the calendar year. If the Employee's first anniversary falls in December, the hours earned in December will be paid out automatically.

18.3.1 Beginning on January 1st of the next year, Employees will be on a calendar year schedule and will begin again to accrue each pay period.

Example: John's date of hire is 7/1/15. He averaged at least thirty-five (35) paid hours as of January 1, 2016 and therefore continues to accrue/earn vacation on tier level "one" (see "Vacation Tier Schedule" above) or 1.53 hours per pay period. He will have had 1.53 x 13 pay periods or 19 hours of vacation to use between 7/1/15 and 12/31/15. In December 2015, his hours will be reviewed; if he averages at least thirty-five (35) paid hours, it will continue to accrue in January 2016 at the tier level "one" rate. In this example, John will have 40 hours available to use in 2016, starting in January 2016. However, if at any time during the year, his average hours worked per week falls below 35, he will begin accruing at a pro-rated rate. Beginning in his first full calendar year, since he's on an accrual system, he can use the vacation in advance of actually earning it. John will continue to accrue at a rate based on worked hours per week for the duration of 2016. Effective 7/1/18, John will begin to accrue at Level 2.

- 18.4 Employees working at sites or locations covered by the Service Contract Act (“SCA”) shall have their vacation administered and provided in accordance with the applicable wage determination and governing Service Contract.

Article 19: Health Benefit

19.1 Health Benefits

- A. The Employer shall make contributions to a health trust fund known as the “Building Service 32BJ Health Fund,” payable when and how the Trustees determine, to cover employees covered by this Agreement with such health benefits as may be determined by the Trustees of the Fund.
- B. The monthly contribution for each employee who regularly works at least thirty (30) hours weekly shall be:
- Effective April 16, 2016, \$354
Effective July 1, 2016, \$383
Effective July 1, 2017, \$411
Effective July 1, 2018, \$447
Effective July 1, 2019, \$494
- C. The monthly contribution for each employee who regularly works less than thirty (30) hours weekly shall be:
- Effective April 16, 2016, \$78
- D. Employees who are on workers’ compensation or who are receiving short term disability benefits shall be covered by the Health Fund at no cost to the Employer until they may be covered by Medicare or six (6) months from the date of disability, whichever is earlier.
- E. If any future applicable legislation is enacted, there shall be no duplication or accumulation of coverage, and the parties will negotiate such change as may be required by law.
- F. **Dependent Health Care Coverage:** The Health Fund shall offer dependent health care coverage that satisfies the requirements of the Affordable Care Act, to eligible full-time employees who elect such dependent coverage in accordance with the Fund’s enrollment procedures and agree to contribute at rates to be determined by the Health Fund Trustees. The Employer agrees to work in good faith with the Union and the Health Fund to get the necessary confirmations and documentation the Employer reasonably deems necessary so that employee contributions for said dependent health care coverage may be deducted on a pre-tax basis

from the wages of eligible full-time employees who have elected such coverage through a Section 125 Plan. If the necessary confirmations and documentation can be provided, the Employer shall establish and sponsor a plan in compliance with the requirements of Section 125 of the Internal Revenue Code, and any regulations issued thereunder, to allow full-time employees to make a premium contribution to the Health Fund for dependent health care coverage. The Employer shall remit these employee contributions to the Health Fund in accordance with the Health Fund's policies and procedures at rates established by the Fund.

Article 20: Supplemental Retirement and Savings Plan (SRSP)

20.1 The Employer shall make contributions to a trust fund known as the Building Service 32BJ Supplemental Retirement and Savings Plan ("SRSP") to cover employees covered by this Agreement with Employer contributions as hereinafter provided, and tax exempt employee wage deferrals as provided by the Plan and/or Plan rules. The Employer shall remit Employer contributions and pre-tax wage deferrals when and how the Trustees determine.

20.2 The rate of the Employer contribution to the SRSP, shall be.

| | | | |
|-------------|------|---------------|-----------------|
| 4/16/2016 - | FT - | 31 cents/hr., | PT - \$1.13/hr. |
| 7/1/2016 - | FT - | 31 cents/hr., | PT - \$1.13/hr. |
| 7/1/2017 - | FT - | 31 cents/hr., | PT - \$1.13/hr. |
| 7/1/2018 - | FT - | 31 cents/hr. | PT - \$1.38/hr. |
| 7/1/2019 - | FT - | 31 cents/hr. | PT - \$1.63/hr. |

Article 21: Provisions Applicable to All Funds

21.1 If the Employer fails to make required reports or payments to the Health Fund, the Trustees may in their sole and absolute discretion take any action necessary, including but not limited to immediate arbitration and suits at law, to enforce such reports and payments, together with interest and, liquidated damages as provided in the Fund's trust agreement, and any and all expenses of collection, including but not limited to counsel fees, arbitration costs and fees and court costs.

21.2 If the Employer is regularly or consistently delinquent in Health Fund payments, it may be required, at the option of the Trustees of the Fund, to provide the Trust Fund with security guaranteeing prompt payment of such payments.

- 21.3** By agreeing to make the required payments into the Funds, the Employer hereby adopts and shall be bound by the Agreement and Declaration of Trust as it may be amended and the rules and regulations adopted or hereafter adopted by the Trustees of each Fund in connection with the provision and administration of benefits and the collection of contributions. The Trustees of the Funds shall make such amendments to the Trust Agreements, and shall adopt such regulations as may be required to conform to applicable law. Notwithstanding the foregoing, it is agreed by the parties, other than any negotiated and agreed upon changes to the contributions outlined in Articles 19.1 (B) and 20.2, no other increases to the rates set forth in Articles 19.1 (B) and 20.2 can or will occur, or be required to be paid, by the Employer during the term of this Agreement.
- 21.4** Unless otherwise specified in this Agreement, newly hired employees shall have no waiting period before becoming eligible to be participants in the Funds, and Employer contributions shall be made on behalf of newly hired employees beginning on their date of hire.

Article 22: Most Favored Nations

- 22.1** If the Union enters into an agreement with any other employer covering security services in a commercial office building in Washington D.C. whose terms with respect to wages are more favorable for that employer than those contained in this Agreement, then those more favorable terms, at the option of the Employer, shall apply to the commercial office buildings of the Employer covered by this Agreement.
- In the event the Employer elects to apply such more favorable terms, there shall be an economic reopener for the purpose of negotiating additional economic benefits, if necessary, to comply with applicable District of Columbia law.
- 22.2** The Union will not enter into a contractor transition provision with any employer providing security services in the District of Columbia that does not require such employer, when taking over a job or account subject to a collective bargaining agreement with the Union, to assume the terms of the collective bargaining agreement applicable to that job or account.
- 22.3** If the Union agrees to different economic terms and conditions more favorable to the Employer at any location, those terms and conditions shall apply to any other Employer who takes over that location for the duration of the Union's Agreement with the new Employer.

Article 23: Union Visitation

- 23.1 Whenever possible and barring the client's objections, the Employer shall furnish a bulletin board at each work site exclusively for Union announcements and notices of meetings.
- 23.2 Union representatives shall have reasonable and appropriate access to employees at the work-site to confer with employees regarding grievances, or other union-related business. The Union shall provide advance notice to the Employer of its intent to access the employees at any job site. When circumstances require, the Company may require up to two (2) full business days notice prior to granting the Union access to Employees at a particular job site. Access shall be granted only if there is prior notice to the Employer, but such access shall not be unreasonably withheld. The Union's access of Employees under this provision may not interfere with the work being performed at the building. The Union and the Employer shall discuss the implementation of this clause in connection with any applicable rules or requests of the customer.
- 23.3 The Employer shall recognize and deal with representatives, including shop stewards, appointed by the Union.

Article 24: Grievance/Arbitration

24.1 Grievance Procedure

- A. All disputes or differences involving the interpretation or application of this Agreement that arise between the Union and the Employer shall be resolved as provided for in this Article, except that the Employer may obtain injunctive relief from a court to enforce Article 6.

Step 1. The Union and the immediate supervisor shall attempt to resolve any disputes or differences covered by this Article at the time they arise, or as soon as practicable thereafter. In the event they are unable to resolve the issue, the grievance shall be reduced to writing by the Union and submitted to the Employer's designated representative within fifteen (15) business days of the incident giving rise to the grievance. For disputes involving basic wage violations or failure to deduct or remit dues, initiation fees or political fund contributions, and where there is no bona fide dispute whether the monies are due and owing, the grievance shall be submitted within one hundred eighty (180) days from the date of the initial violation or failure to remit or deduct dues.

Step 2. All grievances, other than those concerning discharge or suspension, shall be discussed at a Step 2 meeting between the Union and the Employer, to be scheduled within five (5) business days of the written grievance. A written decision by the Employer shall be rendered within five (5) business days of the Step 2 meeting. If the grievance is not deemed resolved after the Step 2 meeting, the Union shall request a Step 3 meeting within five (5) business days of the Employer's Step 2 written decision or the date of the Step 2 meeting (if there is no written decision).

Step 3. Following a request for a Step 3 meeting, the Union and the Employer shall meet within five (5) business days. A written decision by the Employer shall be rendered within five (5) business days of the Step 3 meeting. For all discharge and suspension grievances, the Union and the Employer will meet within five (5) business days of the receipt of the Step 1 grievance notice in an attempt to resolve the issue.

- B.** All grievances not resolved pursuant to Article 24.1(A) may be submitted at the request of either party to an arbitrator whose decision shall be final and binding on the Union, the employee(s), and the Employer. The demand for arbitration must be made in writing within fifteen (15) business days after receipt of the Employer's Step 3 written decision or date of the Step 3 meeting (if there is no written decision).
- C.** Where, however, a union-represented employee files an internal appeal with the Union concerning the Union's decision not to pursue arbitration of a grievance, the Union's fifteen (15) day time limit to notice arbitration of the grievance under this Article 24, Section B shall be tolled until the internal appeal is resolved. This does not alter any other grievance processing time limits provided for under Article 24.1, Section A. The Union shall immediately notify the Employer of the filing of the internal appeal, and notify the Employer of the outcome of the internal appeal.

24.2 Arbitration

- A.** The parties agree to utilize the following Arbitrators, Joseph Sharnoff and James Conway, to decide all grievances submitted to arbitration. The Union shall jointly notify the Employer and the next available panel Arbitrator of the selection Arbitrator for the grievance matter. In the event of the retirement, resignation or death of the of one of the two arbitrators that have been appointed to the panel, the parties shall meet and shall mutually appoint a new two-person panel.

- B. The parties will make every effort to have the arbitration scheduled as soon as practicable.
- C. The fee of the arbitrator and all reasonable expenses involved in the arbitrator's functions shall be borne equally by the Union and the Employer.
- D. If the Employer asserts that the dispute or difference is not properly a "grievance," the fact that the grievance has been dealt with under the contract grievance machinery shall not be considered by the Arbitrator in determining whether or not the grievance is arbitrable.
- E. The procedure outlined herein in respect to matters over which the arbitrator has jurisdiction shall be the sole and exclusive method for determination of all such issues, and the decision of the Arbitrator shall be final and binding upon the Union, the employee(s), and the Employer. The Arbitrator shall have no authority to add to, ignore, or modify any of the terms of this Agreement.
- F. Should either party fail to abide by an arbitration award within two (2) weeks after such award is sent by registered or certified mail to the parties, either party may, in its sole and absolute discretion, take any action necessary to secure such award including but not limited to suits at law.

24.3 Time Limits

- A. Time limits in this Article shall exclude Saturday, Sunday and paid holidays. The time limits in this Article may be extended by mutual agreement of the parties.
- B. If the Employer fails to respond within the time limits prescribed, the grievance shall be processed to the next step in the grievance arbitration procedure.

24.4 Employer Initiated Grievances

- A. The Employer shall have the right to initiate grievances at Step 3 and those grievances must be submitted in writing to the Union within fifteen (15) business days after the incident or occurrence giving rise to the grievance.

24.5 Other

- A. Grievants attending grievance meetings and arbitration hearings shall not be paid by the Employer for their regularly scheduled hours during such attendance unless called to participate by the Employer.

Article 25: Complete Agreement and Waiver

- 25.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, unless otherwise mentioned herein, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may have been within the knowledge or contemplation of with/or both of the parties at the time they negotiated or signed the Agreement, except as required by law.

Article 26: Personal Days

- 26.1 Employees regularly employed at least thirty-five (35) hours weekly shall be granted seven (7) personal days per calendar year for use due to *bona fide* illness or injury or to attend a doctor's appointment, or for any other reason at the employee's discretion. Employees working less than thirty-five (35) hours shall receive personal days on a *pro rata* basis. Regularly as that term is used herein shall mean the weekly average number of hours worked by the employee, or for which the employee was paid, during the previous twelve (12) months.
- 26.2 Unless otherwise required by law, personal days shall accrue at the rate of four (4) hours every two (2) weeks for employees regularly employed at least thirty-five (35) hours weekly (for up to seven (7) days per calendar year). For all other employees, personal days shall accrue at *pro rata* basis/rate. Employees may use personal days after thirty (30) days of employment. Personal days may be used in no less than half day increments.
- 26.3 Except where a personal day is for unanticipated illnesses or injuries, the employee must provide ten (10) calendar days advance notice to the Employer of his or her intention to use a personal day, and obtain the Employer's prior approval. Such approval shall not be unreasonably withheld. To use a personal day for unanticipated illness or injury, the employee must notify his or her Supervisor of the inability to report to work as scheduled at least two (2) hours prior to the employee's starting time.
- 26.4 Personal days not used by the end of the calendar year shall be paid out by February 1st of the succeeding year.
- 26.5 Employees shall not receive discipline for using a personal day for unanticipated illnesses or injuries (or any other reason permitted under any applicable law or ordinance) if the personal day is not yet accrued, so long as the employee notifies

his or her supervisor of the inability to report to work as scheduled at least two (2) hours prior to the employee's starting time. The Employer also reserves the right to require that the employee provide a doctor's note and to review instances of potential abuse for issuance of appropriate disciplinary action.

- 26.6 An employee who has exhausted his/her personal and/or sick leave but notifies his/her supervisor of the inability to report to work as scheduled at least two (2) hours prior to the employee's starting time will not be disciplined when the employee is unable to work due to his/her own health condition and the employee submits supporting medical documentation confirming that the employee was unable to work due to this health condition and the period of time the employee was unable to work. The Employer also reserves the right to review instances of potential abuse for issuance of appropriate disciplinary action.

Article 27: Bereavement Pay and Jury Duty

- 27.1 In the event of a death in the employee's immediate family (parent, spouse, child, brother or sister), up to three (3) days unpaid leave. Vacation may be used with the Employer's approval. Also, vacation may be used with the Employer's approval for additional days. Leave must be coordinated through the employee's supervisor.
- 27.2 Employees who have to travel to a distant location because of the death in the employee's immediate family (as defined above) may be granted an unpaid leave of absence for up to thirty (30) calendar days (in addition to the unpaid leave provided for in Article 27.1. Requests for such leave shall not be unreasonably withheld. The employee shall notify the Employer of the date he or she will return to work.
- 27.3 An employee may be required to submit proof of death and/or that the deceased was within the class of relatives specified.
- 27.4 An employee who has completed his or her probationary period and who is required to report to court to answer a jury summons or serve as a juror on days that the employee is regularly scheduled to work will be reimbursed the difference between the amount received for jury service and the employee's regular pay. Jury duty pay shall be limited to thirty (30) days in any year. No employee may be required to work on a day he or she has jury duty.
- 27.5 An employee may be required to submit proof of jury duty and/or proof that he was paid for such service.

Article 28: Successor and Assigns

- 28.1** To the extent permitted by law, this Agreement shall be binding on any other entities that the Employer, through its officers, directors, partners, owners, or stockholders, either directly or indirectly (including but not limited through family members), manages or controls, provided such entity or entities perform(s) work subject to this Agreement.

Article 29: Immigration

- 29.1** In the event an issue arises involving the employment eligibility or social security number of an employee, the Employer shall promptly notify the employee in writing. The Employer shall promptly forward a copy of any no-match letter it receives to the Union.
- 29.2** Where permissible under applicable law and/or regulations, the employee shall be afforded unpaid time-off to attend relevant proceedings or visit pertinent agencies for the purpose of remedying the problem, provided the Employer is provided adequate advance notice of planned absences and verification of appointments. If requested by an employee who has been employed at least six months, the Employer shall grant to the employee an unpaid leave of absence as provided in Article 16.1 to remedy the problem. Upon return from such leave and remediation of the problem, the employee shall return to his or her former position or an equivalent position, without loss of seniority. Seniority shall not accrue, but will not be broken during such leave.
- 29.3** Any lawful corrections in an employee's documentation, name, or social security number shall not be considered new employment or a break in service, and shall not be cause for adverse action.

Article 30: Savings Clause

- 30.1** If any provision, or the enforcement or performance of any provision of this Agreement is or shall be at any time be held contrary to law, then such provision shall not be applicable or enforced or performed except to the extent permitted by law. Both parties agree to construe any provisions held to be contrary to the law as closely to its bargained for purposes permissible by law and to agree on a revised draft of such provision that as closely as legally possible mirrors the purpose of such invalidated provision. If any provision of this Agreement shall be held illegal or of no legal effect, the remainder of this Agreement shall not be affected thereby.

Article 31: Maintenance of Conditions

31.1 Nothing in this Agreement shall be construed to allow for the reduction of any rate or benefit currently enjoyed by an individual employee.

Article 32: Duration

32.1 This Agreement shall take effect on April 16, 2016 and shall expire on April 15, 2020.

32.2 Upon the expiration date of this Agreement as set forth above, it shall renew thereafter year to year unless either party desires to modify or terminate the Agreement at the end of its term. Written notice regarding a party's intent to modify or terminate the Agreement must be provided to the other party at least sixty (60) days prior to the expiration date of the Agreement.

SEIU Local 32BJ

By:  _____

Dated: 6-3-16

AlliedBarton Security Services, LLC

By:  _____
VICE PRESIDENT LABOR RELATIONS

Dated: 6-2-16

REQUEST FOR PROPOSAL
DCAM-17-NC-0007
SECURITY GUARD SERVICES
SECTORS 1 AND 3

J.12

Bidder/Offeror Certification

BIDDER/OFFEROR CERTIFICATION FORM

| | | | |
|---|-------|--|--|
| COMPLETION | | | |
| The person(s) completing this form must be knowledgeable about the bidder's/offeror's business and operations. | | | |
| RESPONSES | | | |
| Every question must be answered. Each response must provide all relevant information that can be obtained within the limits of the law. Individuals and sole proprietors may use a Social Security number but are encouraged to obtain and use a federal Employer Identification Number (EIN). Provide any explanation at the end of the section or attach additional sheets with numbered responses. Include the bidder's/offeror's name at the top of each attached page. | | | |
| GENERAL INSTRUCTIONS | | | |
| This form contains four (4) sections. Section I concerns the bidder's/offeror's responsibility; Section II includes additional required certifications; Section III relates to the Buy American Act (if applicable); and Section IV requires the bidder's/offeror's signature. Please note, a determination that a prospective contract is found to be "not responsible is final and not appealable. | | | |
| SECTION I. BIDDER/OFFEROR RESPONSIBILITY CERTIFICATION | | | |
| <i>Instructions for Section I: Section I contains eight (8) parts. Part 1 requests information concerning the bidder's/offeror's business entity. Part 2 inquires about current or former owners, partners, directors, officers or principals. Part 3 relates to the responsibility of the bidder's/offeror's business. Part 4 concerns the bidder's/offeror's business certificates and licenses. Part 5 inquires about legal proceedings. Part 6 relates to the bidder's/offeror's financial and organizational status. Part 7 requires the bidder/offeror to agree to update the information provided. Part 8 relates to disclosures under the District of Columbia Freedom of Information Act (FOIA).</i> | | | |
| PART 1: BIDDER/OFFEROR INFORMATION | | | |
| Legal Business Entity Name: | | Solicitation #: | |
| Address of the Principal Place of Business (street, city, state, zip code) | | Telephone # and ext.: | Fax #: |
| Email Address: | | Website: | |
| Additional Legal Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity and EIN used in the last five (5) years and the status (active or inactive). | | | |
| Type: | Name: | EIN: | Status: |
| | | | |
| | | | |
| 1.1 Business Type (Please check the appropriate box and provide additional information if necessary.): | | | |
| <input type="checkbox"/> Corporation (including PC) | | Date of Incorporation: | |
| <input type="checkbox"/> Joint Venture | | Date of Organization: | |
| <input type="checkbox"/> Limited Liability Company (LLC or PLLC) | | Date of Organization: | |
| <input type="checkbox"/> Nonprofit Organization | | Date of Organization: | |
| <input type="checkbox"/> Partnership (including LLP, LP or General) | | Date of Registration or Establishment: | |
| <input type="checkbox"/> Sole Proprietor | | How many years in business?: | |
| <input type="checkbox"/> Other | | Date established?: | |
| If "Other," please explain: | | | |
| 1.2 Was the bidder's/offeror's business formed or incorporated in the District of Columbia? | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| If "No" to Subpart 1.2, provide the jurisdiction where the bidder's/offeror's business was formed or incorporated. Attach a Certificate or Letter of Good Standing from the applicable jurisdiction and a certified Application for Authority from the District, or provide an explanation if the documents are not available. | | | |
| State _____ | | Country _____ | |
| 1.3 Please provide a copy of each District of Columbia license, registration or certification that the bidder/offeror is required by law to obtain (other than those provided in Subpart 1.2). If the bidder/offeror is not providing a copy of its license, registration or certification to transact business in the District of Columbia, it shall either: | | | |
| (a) Certify its intent to obtain the necessary license, registration or certification prior to contract award; or | | | |
| (b) Explain its exemption from the requirement. | | | |

1.4 If your company, its principals, shareholders, directors, or employees own an interest or have a position in another entity in the same or similar line of business as the Bidder/Offeror, please describe the affiliation in detail.

1.5 If any officer, director, shareholder or anyone holding a financial interest in the Bidder/Offeror has a relationship with an employee of the Department or any District agency for whom the Department is procuring goods or services, please describe the nature of the relationship in detail.

PART 2: INDIVIDUAL RESPONSIBILITY

Additional Instructions for Section I, Parts 2 through 8: Provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

Within the past five (5) years, has any current or former owner, partner, director, officer, principal or any person in a position involved in the administration of funds, or currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the bidder/offeror with any government entity:

| | |
|---|--|
| 2.1 Been sanctioned or proposed for sanction relative to any business or professional permit or license? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 2.2 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 2.3 Been proposed for suspension or debarment? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 2.4 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 2.5 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or a plea bargain for: (a) Any business-related activity; or (b) Any crime the underlying conduct of which was related to truthfulness? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 2.6 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract? | <input type="checkbox"/> Yes <input type="checkbox"/> No |

Please provide an explanation for each "Yes" in Part 2.

2.7 In the past ten (10) years has the Bidder/Offeror had a contract terminated, in whole or in part, for any reason? If so, describe each such determination in detail.

2.8 In the past ten (10) years has the Bidder/Offeror ever been assessed liquidated damages, costs to re-procure, costs to complete, or any other monetary damages under a contract? If so, describe each such assessment in detail.

PART 3: BUSINESS RESPONSIBILITY

Within the past five (5) years, has the bidder/offeror:

| | |
|---|--|
| 3.1 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3.2 Been proposed for suspension or debarment? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3.3 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3.4 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or plea bargain for: (a) Any business-related activity; or (b) Any crime the underlying conduct of which was related to truthfulness? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3.5 Been disqualified or proposed for disqualification on any government permit or license? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3.6 Been denied a contract award (in whole or in part, for any reason) or had a bid or proposal rejected based upon a non-responsibility finding by a government entity? If so, describe each such occurrence in detail. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3.7 Had a low bid or proposal rejected on a government contract for failing to make good faith efforts on any Certified Business Enterprise goal or statutory affirmative action requirements on a previously held contract? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3.8 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract? | <input type="checkbox"/> Yes <input type="checkbox"/> No |

Please provide an explanation for each "Yes" in Part 3.

PART 4: CERTIFICATES AND LICENSES

Has the bidder/offeror:

4.1 Had a denial, decertification, revocation or forfeiture of District of Columbia certification of any Certified Business Enterprise? Yes No

Please provide an explanation for "Yes" in Subpart 4.1.

4.2 Please provide a copy of the bidder's/offeror's District of Columbia Office of Tax and Revenue Tax Certification Affidavit.

PART 5: LEGAL PROCEEDINGS

Within the past five (5) years, has the bidder/offeror:

5.1 Had any liens or judgments (not including UCC filings) filed against it which remain undischarged? Yes No

If "Yes" to Subpart 5.1, provide an explanation of the issue(s), relevant dates, the Lien Holder or Claimant's name, the amount of the lien(s) and the current status of the issue(s).

5.2 Had a government entity find a willful violation of District of Columbia compensation or prevailing wage laws, the Service Contract Act or the Davis-Bacon Act? Yes No

5.3 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful? Yes No

Please provide an explanation for each "Yes" in Part 5.

5.4 Engaged in litigation with any governmental entity. If so, please identify and/or describe all threatened and pending litigation and/or claims, including but not limited to matters pending before any Boards of Contracts Appeals:

PART 6: FINANCIAL AND ORGANIZATIONAL INFORMATION

6.1 Within the past five (5) years, has the Bidder/Offeror received any formal unsatisfactory performance assessment(s) from any government entity on any contract? Yes No

If "Yes" to Subpart 6.1, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

6.2 Has the Bidder/Offeror ever been assessed liquidated damages, costs to re-procure, costs to complete, or any other monetary damages under a contract? If so, describe each such assessment in detail. Yes No

If "Yes" to Subpart 6.2, provide an explanation of the issue(s), relevant dates, the government entity involved, the amount assessed and the current status of the issue(s).

6.3 Within the last seven (7) years, has the bidder/offeror initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending? Yes No

If "Yes" to Subpart 6.3, provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "initiated," "pending" or "closed".

6.4 During the past three (3) years, has the bidder/offeror failed to file a tax return or pay taxes required by federal, state, District of Columbia or local laws? Yes No

If "Yes" to Subpart 6.4, provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the bidder/offeror failed to file/pay and the current status of the tax liability.

6.5 During the past three (3) years, has the bidder/offeror failed to file a District of Columbia unemployment insurance return or failed to pay District of Columbia unemployment insurance? Yes No

If "Yes" to Subpart 6.5, provide the years the bidder/offeror failed to file the return or pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).

6.6 During the past three (3) years, has the bidder/offeror failed to comply with any payment agreement with the Internal Revenue Service, the District of Columbia Office of Tax and Revenue and the Department of Employment Services? Yes No

If "Yes" to Subpart 6.6, provide the years the bidder/offeror failed to comply with the payment agreement, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).

6.7 Indicate whether the bidder/offeror owes any outstanding debt to any state, federal or District of Columbia government. Yes No

If "Yes" to Subpart 6.7, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

6.8 During the past three (3) years, Has the bidder/offeror been audited by any government entity? Yes No

(a) If "Yes" to Subpart 6.8, did any audit of the bidder/offeror identify any significant deficiencies in internal controls, fraud or illegal acts; significant violations of provisions of contract or grant agreements; significant abuse; or any material disallowance? Yes No

(b) If "Yes" to Subpart 6.8(a), provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

PART 7: CONTRACTOR PROCUREMENT ACTIVITY WITH THE DEPARTMENT

7.1 What is your organization's Design Capacity (total labor hours) to conduct or pursue business with the Department of General Services (DGS) in the current fiscal year? Design capacity is calculated by multiplying the total number of company employees dedicated to a particular line of business by no more than 12 hours per day. Person's completing this form may be required to provide supporting documentation to substantiate allocable labor hours presented.

(a) Construction: _____ labor hours

(b) Non-Construction: _____ labor hours

7.2 In the table below, please list:

(1) The active contracts your organization currently holds with the Department of General Services, please include the contract number(s) as a part of your response; and

(2) The number of labor hours your organization has allocated to each active contract within the current fiscal year. (Note, if more entries are required, please list an attached addendum to this document).

| | Contract Number | Labor Hours Allocated |
|--|-----------------|-----------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

PART 8: RESPONSE UPDATE REQUIREMENT

8.1 In accordance with the requirement of Section 302(c) of the Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-353.02), the bidder/offeror shall update any response provided in Section I of this form during the term of this contract:

- (a) Within sixty (60) days of a material change to a response; and
- (b) Prior to the exercise of an option year contract.

PART 9: FREEDOM OF INFORMATION ACT (FOIA)

9.1 Indicate whether the bidder/offeror asserts that any information provided in response to a question in Section I is exempt from disclosure under the District of Columbia Freedom of Information Act (FOIA), effective March 25, 1977 (D.C. Law 1-96; D.C. Official Code §§ 2-531, et seq.). Include the question number(s) and explain the basis for the claim. (The District will determine whether such information is, in fact, exempt from FOIA at the time of request for disclosure under FOIA.) Yes No

SECTION II. ADDITIONAL REQUIRED BIDDER/OFFEROR CERTIFICATIONS

Instructions for Section II: Section II contains four (4) parts. Part 1 requests information concerning District of Columbia employees. Part 2 applies to the bidder/offeror's pricing. Part 3 relates to equal employment opportunity requirements. Part 4 relates to First Source requirements.

PART 1. DISTRICT EMPLOYEES NOT TO BENEFIT

The bidder/offeror certifies that:

1.2 No person listed in clause 13 of the Standard Contract Provisions, "District Employees Not To Benefit", will benefit from this contract.

1.3 The following person(s) listed in clause 13 of the Standard Contract Provisions may benefit from this contract. (For each person listed, attach the affidavit required by clause 13.)

- (a) _____
- (b) _____

PART 2: INDEPENDENT PRICE DETERMINATION REQUIREMENTS

The bidder/offeror certifies that:

2.1 The signature of the bidder/offeror is considered to be a certification by the signatory that:

- (a) The contract prices have been arrived at independently without, for the purpose of restricting competition, any consultation, communication or agreement
 - (i) Those prices;
 - (ii) The intention to submit a bid/proposal; or
 - (iii) The methods or factors used to calculate the prices in the contract.

(b) The prices in this contract have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid/proposal opening unless otherwise required by law; and

(c) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

2.2 The signature on the bid/proposal is considered to be a certification by the signatory that the signatory:

(a) Is the person in the bidder's/offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above; or

(b) Has been authorized, in writing, to act as an agent for the following principal in certifying that the principal has not participated, and will not participate, in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above:

[Insert full name of person(s) in the organization responsible for determining the prices offered in this contract and the title of his or her position in the bidder's/offeror's organization]

(i) As an authorized agent, certifies that the principals named in subparagraph 2.2(b) above have not participated, and will not participate, in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above; and

(ii) As an agent, has not participated and will not participate in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above.

2.3 If the bidder/offeror deletes or modifies subparagraph 2.1(b) above, the bidder/offeror must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

2.4 The Bidder/Offeror certifies that:

(a) There are no other entities related to it that are responding to or bidding on the subject solicitation or invitation to bid. Related entities include, but are not limited to, any entity that shares management positions, board positions, shareholders, or persons with a financial interest in the Bidder/Offeror.

(b) There are no current or former owners, partners, officers, directors, principals, managers, employees or any persons with a financial interest in the Bidder/Offeror who have a financial interest in the request for proposal or invitation for bid or any asset, tangible or intangible, arising out of any contract or scope of work related to the request for proposal or invitation for bid.

With regards to 2.4 (b), if the Bidder/Offeror has knowledge of such a financial interest, please provide a detailed explanation.

PART 3: EQUAL OPPORTUNITY OBLIGATIONS

3.1 I hereby certify that I am fully aware of the contents of Mayor's Order 85-85 and the Office of Human Rights' regulations in Chapter 11 of the DCMR, and agree to comply with them while performing this contract.

PART 4: FIRST SOURCE OBLIGATIONS

4.1 I hereby certify that I am fully aware of the requirements of the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Law 19-84), and agree to enter into a First Source Employment Agreement with the Department of Employment Services if awarded any contract valued at \$300,000 or more which receives funds or resources from the District, or funds or resources which, in accordance with a federal grant or otherwise, is administered by the District government.

4.2 I certify that the Initial Employment Plan submitted with my bid or proposal is true and accurate.

SECTION III. BUY AMERICAN ACT CERTIFICATION

Instructions for Section III: Section III contains one (1) part which should only be completed if goods are being provided that are subject to the requirements of the Buy American Act.

PART 1: BUY AMERICAN ACT COMPLIANCE

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

_____ EXCLUDED END PRODUCTS

_____ COUNTRY OF ORIGIN

SECTION IV. CERTIFICATION

Instruction for Section IV: This section must be completed by all bidder/offerors.

I, [_____], as the person authorized to sign these certifications, hereby certify that the information provided in this form is true and accurate.

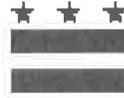
| | | |
|--|----------------|--------|
| Name [Print and sign]: | Telephone #: | Fax #: |
| Title: | Email Address: | |
| DUNS Number (If Applicable): | | |
| Date: | | |
| <p><i>The District of Columbia is hereby authorized to verify the above information with appropriate government authorities. Penalty for making false statements is a fine of not more than \$1,000.00, imprisonment for not more than 180 days, or both, as prescribed in D.C. Official Code § 22-2405. Penalty for false swearing is a fine of not more than \$2,500.00, imprisonment for not more than three (3) years, or both, as prescribed in D.C. Official Code § 22-2404.</i></p> | | |

REQUEST FOR PROPOSAL
DCAM-17-NC-0007
SECURITY GUARD SERVICES
SECTORS 1 AND 3

J.13

Tax Affidavit

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of the Chief Financial Officer
Office of Tax and Revenue



TAX CERTIFICATION AFFIDAVIT

THIS AFFIDAVIT IS TO BE COMPLETED ONLY BY THOSE WHO ARE REGISTERED TO CONDUCT BUSINESS IN THE DISTRICT OF COLUMBIA.

Date

Authorized Agent
Name of Organization/Entity
Business Address (include zip code)
Business Phone Number

Authorized Agent
Principal Officer Name and Title
Square and Lot Information
Federal Identification Number
Contract Number
Unemployment Insurance Account No.

I hereby authorize the District of Columbia, Office of the Chief Financial Officer, Office of Tax and Revenue to release my tax information to an authorized representative of the District of Columbia agency with which I am seeking to enter into a contractual relationship. I understand that the information released will be limited to whether or not I am in compliance with the District of Columbia tax laws and regulations solely for the purpose of determining my eligibility to enter into a contractual relationship with a District of Columbia agency. I further authorize that this consent be valid for one year from the date of this authorization.

I hereby certify that I am in compliance with the applicable tax filing and payment requirements of the District of Columbia. The Office of Tax and Revenue is hereby authorized to verify the above information with the appropriate government authorities.

Signature of Authorizing Agent

Title

The penalty for making false statement is a fine not to exceed \$5,000.00, imprisonment for not more than 180 days, or both, as prescribed by D.C. Official Code §47-4106.

REQUEST FOR PROPOSAL
DCAM-17-NC-0007
SECURITY GUARD SERVICES
SECTORS 1 AND 3

J.14

Award/Contract

Signature Page

| | | | | | | | |
|--|--|-------------------|--|---|---|------------------------------------|---------|
| AWARD/CONTRACT | | | 1. Caption City Wide Security Guard Services Sectors 1 and 3 | | | Page of Pages 1 118 | |
| 2. Contract Number DCAM-17-NC-0007 | | 3. Effective Date | 4. Requisition/Purchase Request/Project No. | | | | |
| 5. Issued By: Department of General Services Contracts and Procurement Division 2000 14th Street, 8th Floor Washington, DC 20009 George G. Lewis, CPPO Interim Associate Director, C&P | | | 6. Administered by (If other than line 5) Department of General Services Facilities Division 2000 14th Street, 8th Floor Washington, DC 20009 | | | | |
| 7. Name and Address of Contractor | | | 8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Schedule Section F.3) | | | | |
| | | | 9. Discount for prompt payment | | | | |
| | | | 10. Submit invoices to the Address shown in Section G.2 (2 copies unless otherwise specified) | | | | |
| 11. Ship to/Mark For Government of the District of Columbia Department of General Services Facilities Division 2000 14th Street, 8th Floor Washington, DC 20009 | | | 12. Payment will be made by Government of the District of Columbia Department of General Services 2000 14th Street, 8th Floor Washington, DC 20009 | | | | |
| 13. Remit Address: | | | 14. Accounting and Appropriation Data Encumbrance Code: | | | | |
| 15A. Item | 15B. Supplies/Services | | 15C. Qty. | 15D. Unit | 15E. Unit Price | 15F. Amount | |
| See Section B.4 | | | | | | | |
| 16. Table of Contents | | | | | | | |
| Section | Description | | Page | Section | Description | | Page |
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| Contracting Officer will complete Item 17 or 18 as applicable | | | | | | | |
| 17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return two (2) copies to issuing office. Contractor agrees to furnish and deliver all items, perform all the services set forth or otherwise identified above and on any continuation sheets, for the consideration stated herein. The rights and obligations of the parties to this Agreement shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) | | | | 18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary. | | | |
| 19A. Name and Title of Signer (Type or print) | | | | 20A. Name of Contracting Officer George G. Lewis, CPPO, Interim Associate Director | | | |
| 19B. Signature of person authorized to sign) | | 19C. Date Signed | | 20B. District of Columbia (Signature of Contracting Officer) | | 20C. Date Signed | |
|  Government of the District of Columbia | | | | | | | |