

**CONTRACT FOR PARKING LOT MANAGEMENT SERVICES
DCAM-13-NC-0096**

THIS CONTRACT FOR PARKING LOT MANAGEMENT SERVICES (“Agreement”) is entered into this ___ day of March, 2013 by and between the District of Columbia government acting by and through its **DEPARTMENT OF GENERAL SERVICES** (“Department”) and _____ (“Contractor”).

WITNESSETH:

WHEREAS, the Department is charged with maintenance and operations for District of Columbia Department of General Services (“DGS”) facilities;

WHEREAS, the Department issued a Request for Proposal to engage a contractor to provide parking lot management services for various DGS facilities;

WHEREAS, the Contractor submitted a proposal in response to the Request for Proposal, and the Department wishes to engage the Contractor to provide the requested services;

WHEREAS, the Department desires that the services be provided for the period of date of award through one year from date of award;

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the sufficiency and adequacy of which is hereby acknowledged, the parties to this Contract agree as follows:

Agreement:

Section 1 Scope of Work.

Section 1.1 General Scope of Work & Intent of Contract. Subject to the terms and conditions of this Contract, the Contractor shall provide all labor, supervision, tools, material, equipment, transportation, and management necessary to provide Parking Lot Management Services at the various DGS parking lots at 441 4th Street NW, 2000 14th Street NW, and 490 First Street NW.

Section 1.2 General Requirements. At all times while this Contract is in effect, the Contractor shall comply with the following requirements:

Parking Services. The Contractor shall provide a full range of services for parking operations, a business plan for operations, an ongoing assessment of revenue potential for each parking lot, recommendations for capital improvements, and a safety plan for each parking lot throughout the term of this contract, as specified herein.

Section 1.2.1 Collection and Accounting of Parking Fees for Parking Operations. The Contractor shall provide comprehensive collection and accounting services related to the parking fees and parking operations including at a minimum the following:

- (a) The collection and accounting of all daily parking fees and collecting and remitting of applicable taxes including the receipt of cash for parking fees, as applicable. Contractor will not be responsible for collecting monthly parking fees;
- (b) Develop and implement a method to be approved by the Department for independently counting vehicles admitted to each parking lot and reconciling counts with the parking fees collected;
- (c) Maintain books and records of parking fees and other records related to the delivery of the required services. The Contractor shall make the records available for the Department's review at any time during normal business hours, immediately upon request;
- (d) Provide within ten (10) calendar days after the end of the calendar month a report summarizing the gross daily parking receipts.
- (e) Any monies are required to be deposited in the operator's designated account (not co-mingled with other funds), and an accounting and reconciliation done, monthly, with funds due to DC Government remitted via check.

Section 1.2.2 Marketing. The Contractor shall, by use of signage, market the availability of public parking. The Contractor shall develop and submit for the approval of the Department all marketing related materials including signage and print items for the approval of the COTR and DGS's communications department.

Section 1.2.3 Key Personnel and Staff. The Contractor shall provide the following regarding staffing to provide the required services:

(a) **Staffing Plan.** The Contractor shall develop a Staffing Plan and schedule including the appropriate level of capable, experienced, and trained staff including a designated site manager(s) responsible for the day to day operations of the parking lots. The Staffing Plan shall identify all positions to be utilized by the Offeror to provide the required services and proposed weekly schedule for each position, and shall be submitted to the COTR within ten (10) days of award.

(b) **Training.** The Contractor shall develop and conduct regularly scheduled training for all staff. The Contractor's training shall address at a minimum the delivery of parking services and operating procedures, customer service, safety, and position specific responsibilities. The Contractor shall maintain records of each individual's training, including a certificate of training completion.

The Contractor shall develop and implement a Customer Service Program to ensure the delivery of quality customer focused services.

(c) **Uniforms.** The Contractor's employees shall present a clean, neat, professional

and easily recognized appearance as the Contractor's employee. The Contractor shall provide each employee with matching or coordinating uniforms. The Contractor's uniforms shall include shirts, pants or bottoms with the Contractor's logo and require the approval of the Department. In addition, the Contractor shall provide each employee with an identification badge with the employee's name, photo, and the Contractor's name. The identification badges shall be worn or attached to an outer garment when the employee is performing services under this contract. Criminal background checks and credentials will be required for each employee who performs services under this contract.

(d) Contractor's Employees. The Contractor shall select, supervise and exercise control and direction over its employees and/or subcontractors under this contract. The COTR may direct the Contractor to remove from the contract any employee and/or subcontractor whose continued employment is deemed to be contrary to the best interest of the District.

Section 1.3 Operating Plan. The Contractor shall develop and maintain an Operating Plan to be used as the Contractor's primary comprehensive reference tool to provide the required services. The Operating Plan shall clearly describe how the Contractor proposes to provide the required services including all of the required elements described in Section B, as well as a plan for increasing revenue based on the information in Attachment A.

Section 1.4 Maintenance. The Contractor shall provide the following maintenance related services as applicable:

- (a) Annual power-washing of entire garage;
- (b) Annual power-sweeping of entire garage; and
- (c) Annual numbering and striping of spaces.

Section 1.5 Work Week and Hours. The Contractor shall provide parking lot management services for monthly parkers Monday through Friday except legal holidays from 7:00 A.M. through 7:00 P.M. The Contractor may also provide daily parking management services at their discretion after-hours Monday through Friday 7:00 P.M. through 7:00 A.M., and on Saturdays and Sundays.

Section 2 Term.

Section 2.1 Base Year. The base term of the contract shall be from date of award, through one year from date of award

Section 2.1.1 The Department'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 Department for the payment of any money shall not arise unless and until such appropriation shall have been provided.

Section 2.2 Option Year. The Department shall have the right to extend the term of this Agreement for four (4) terms of one (1) year; provided that the Department shall give the Contractor preliminary written notice of its intent to exercise the option to extend the term of the Contract thirty (30) days prior to the expiration of the contract. The preliminary notice does not commit the Department to an extension. Contractor may waive the thirty (30) day notice requirement by providing a written waiver to the Contracting Officer prior to the expiration of the Contract.

Section 2.3 Option Years Pricing. In the event the Department exercises its option to extend the Agreement to cover an option year, the rates applicable to such Option Year are set forth in Exhibit E.

Section 3 Deliverables. The Contractor shall provide a full range of services for parking operations, an operating plan for operations, an ongoing assessment of revenue potential for each parking lot, recommendations for capital improvements, and a safety plan for each parking lot throughout the term of this contract.

Section 4 Contractor Fees. This is a firm fixed price contract. The Contractor will be compensated for services in accordance with the firm fixed unit prices set forth on **Attachment A** Bid Form. These unit prices shall be the contractor's sole compensation for work performed and as such include adequate amounts to cover the Contractor's labor, field equipment, overhead, insurance and profit.

Section 5 Payments.

Section 5.1 Invoicing. The Contractor shall bill the Department on a monthly basis. Each such invoice shall itemize all of the work performed during the preceding month and provide comprehensive collection and accounting services related to the parking fees and parking operations.

The Contractor shall deposit any and all monies in their designated account, not to be co-mingled with other funds, and an accounting reconciliation shall be done, monthly, with funds due to DC Government remitted via check.

Section 5.2 Right to Withhold Payments. The Department will notify the Contractor within fifteen (15) calendar days after receiving any invoice for payment, of any defect in the invoice or the work which may result in the Department's declining to pay all or a part of the invoiced amount. The Department may withhold payment from the Contractor, in whole or part, as appropriate, if:

- (a) The work is defective and such defects have not been remedied; or
- (b) The Department has determined that the Contractor's progress has fallen behind the Project Schedule, and the Contractor fails, within ten calendar days of the

Department's written demand, to provide the Department with a realistic and acceptable plan to recover the delays; or

- (c) The Contractor has failed to pay subcontractors promptly or has made false or inaccurate certifications that payments to Subcontractors or Suppliers are due or have been made; or
- (d) The Contractor is otherwise in substantial breach of the Contract (including, without limitation, failures to comply with the Economic Inclusion Requirements in Section 2 of this Contract).

Section 6 Changes.

Section 6.1 Changes Authorized. The Department may, without invalidating the contract, and without notice to or approval of any surety, order changes in the Work, including additions, deletions or modifications. Any such change must be conveyed by the Department to the Contractor via written Contract Modification.

Section 6.2 Executed Contract Required. Changes to the Contract may be made only by a written Contract Modification executed by the Department.

Section 6.3 Executed Change Orders or Contract Modifications Final. The Contractor agrees that any Change Order or Contract Modification executed by the Department and the Contractor constitutes its full and final adjustment for all costs, delays, disruptions, inefficiencies, cumulative impact, accelerations, schedule impacts, or other consequences arising from the change in question, or from any claimed cumulative effect of changes made to the date of the Change Order or Contract Modification, and that no further adjustments in compensation or time shall be sought or made with respect to the Contract Change or Contract Modification.

Section 6.4 Failure to Agree. If the Contractor claims entitlement to a change or modification in the contract, and the Department does not agree that any action or event has occurred to justify any change in time or compensation, or if the parties fail to agree upon the appropriate amount of the adjustment in time or compensation, the Department will unilaterally make such changes, if any, to the contract, as it determines are appropriate pursuant to the terms of this Contract. The Contractor shall proceed with the Work and the Department's directives, without interruption or delay, and may make a claim as provided in Section 12 of this Contract. Failure to proceed due to a dispute over a change request shall constitute a material breach of the contract and entitle the Department to all available remedies for such breach, including, without limitation, termination for default.

Section 7 Subcontracts. The Contractor shall perform the work with its own forces. In the event that the Contractor desires to engage one or more subcontractors to assist with the work, it shall advise the Department and obtain the Department's written approval of any such subcontractor. All subcontractors shall be required to comply with the insurance requirements

set forth herein. In addition, the Contractor shall be responsible for all work performed by the subcontractors and shall assume the risk of the subcontractors' non-performance.

Section 8 Economic Inclusion

Section 8.1 SLDBE Participation

Section 8.1.1 If required by law, the Contractor shall subcontract at least 35% of the dollar volume to certified small business enterprises; provided, however, that the costs of materials, goods and supplies shall not be counted towards the 35% subcontracting requirements unless such materials, goods and supplies are purchased from the certified small business enterprises.

Section 8.1.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of Section 8.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

Section 8.2.3 The Contractor, if certified as a small, local or disadvantage business enterprise shall not be required to comply with the provisions of Sections 8.1.1 and 8.1.2.

Section 8.1.4 Should the Contractor subcontract any portion of the work during the term of the Contract, the Contractor shall develop and submit to the COTR for approval, a CBE Utilization Plan.

Section 8.1.4 Neither the Contractor or a Subcontractor may remove a Subcontractor or tier-Subcontractor if such Subcontractor or tier-Subcontractor is certified as a CBE company unless the Department approves of such removal.

Section 8.2 First Source Agreement

Section 8.2.1 Upon execution of the Contract, the Contractor and all its member firms, if any, and each of its Subcontractors shall submit to the Department a list of current employees and apprentices that will be assigned to the Contract, the date they were hired and whether or not they live in the District of Columbia.

Section 8.2.2 The Contractor and its subcontractors shall comply with subchapter III of Chapter 11 Title 1, and subchapter II of Chapter 11 of Title 1 of the D.C. Code, and all successor acts thereto and the rules and regulations promulgated thereunder. The Contractor and all member firms and Subcontractors shall execute a First Source Agreement with the District of Columbia Department of Employment Services ("DOES") prior to beginning work.

Section 8.2.3 The Contractor shall maintain detailed records relating to the general hiring of District of Columbia and community residents.

Section 8.2.4 The Contractor shall be responsible for: (i) including the provisions of this Section 8.2. in all subcontracts; (ii) collecting the information required in this Section 9.2 from its Subcontractors; and (iii) providing the information collected from its Subcontractors in any reports required to be submitted by the Contractor pursuant to this Section 8.2.

Section 9 Insurance.

Section 9.1 Required Insurance. The Contractor will be required to maintain the following types of insurance throughout the life of the contract:

- (a) Commercial general public liability insurance ("Liability Insurance") against liability for bodily injury and death and property damage, such Liability Insurance written on an occurrence basis to be in an amount not less than Five Million Dollars (\$5,000,000.00) for liability for bodily injury, death and property damage arising from any one occurrence and Five Million Dollars (\$5,000,000.00) from the aggregate of all occurrences within each policy year. The policies shall contain blanket contractual coverage (including coverage for the indemnity clauses to be provided under the Agreement) and completed operations coverage (for 2 years beyond completion of the Work).
- (b) Workers' compensation providing statutory benefits for all persons employed by the Contractor, or its contractors and subcontractors at or in connection with the Work.
- (c) Automobile Liability, including Hired and Non-Owned Auto Liability in the amount of at least One Million Dollars (\$1,000,000.00) for each occurrence for bodily injury and property damage.

Section 9.2 Additional Insureds. Each insurance policy shall be issued in the name of the Contractor and shall name as additional insured the Department, the District of Columbia Public Schools, and the District of Columbia and shall not be cancelable or reduced without thirty (30) calendar days' prior written notice to the Department.

Section 9.3 Waiver of Subrogation. All such insurance shall contain a waiver of subrogation against the Department, the District of Columbia Public Schools, and their respective agents.

Section 9.4 Strength of Insurer. All insurance shall be placed with insurers that are reasonably acceptable to the Department and with an A.M. Best's rating of not less than a then-current rating of "A-" or better and a financial size category of Class XV or higher. All such insurers shall be licensed/approved to do business in the District of Columbia.

Section 10 Standard Provisions.

Section 10.1 Service Contract Act Provision. The Contractor agrees that the work performed under this Contract shall be subject to the Service Contract Act and Living Wage Act. The wage rates applicable to this Contract are attached as **Attachment B**, and in the case of a conflict of wage rates between the Service Contract Act and the Living Wage Act, the higher of the two shall prevail.

Section 10.2 False Claims Act. The Contractor shall be governed by all laws and regulations prohibiting false or fraudulent statements and claims made to the government, including the prescriptions set forth in D.C. Code § 2-308.14.

Section 10.3 Retention of Records: Inspections and Audits.

Section 10.3.1 The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under the Contract in accordance with generally accepted professional practice and appropriate accounting procedures and practices consistently applied in effect on the date of execution of the Contract.

Section 10.3.2 The Contractor shall also maintain the financial information and data used in the preparation and support of the costing and cost summary submitted to the Department and the required cost submissions in effect on the date of execution of the Department.

Section 10.3.3 The Department, the District of Columbia government, the Comptroller General of the United States, the U.S. Department of Labor and any of their authorized representatives shall have access to the books, records, documents and other evidence held, owned or maintained by the Contractor for the purpose of inspection, audit and copying during normal business hours and upon advance written notice to the Contractor. The Contractor shall provide proper facilities for such access and inspection.

Section 10.3.4 The Contractor agrees to include the wording of this Section 14 in all its subcontracts in excess of Five Thousand Dollars (\$5,000.00) that directly relate to Contract performance.

Section 10.3.5 Audits conducted pursuant to this Section will be in accordance with generally accepted auditing standards with the results prepared in accordance with generally accepted accounting principles and established procedures and guidelines of the applicable reviewing or audit agency.

Section 10.3.6 The Contractor agrees to the disclosure of all information and reports, resulting from access to records, to any authorized representative of the Department. Where the audit concerns the Contractor, the auditing agency will afford the Contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.

Section 10.3.7 The Contractor shall preserve all records described herein from the effective date of the Contract completion and for a period of seven (7) years after a final

settlement. In addition, those records which relate to any dispute, appeal or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until seven (7) years after the date of resolution of such dispute, appeal, litigation, claim or exception.

Section 10.4 Gratuities and Officers Not to Benefit Provisions.

Section 10.4.1 If it is found, after notice and hearing, 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 Department or 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 and may pursue such other rights and remedies provided by law and under the Contract.

Section 10.4.2 In the event the Contract is terminated as provided in Section 14.4.1, the Department shall be entitled:

- (a) 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
- (b) 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.

Section 10.4.3 No member of, nor delegate to Congress, Mayor or City Council Member, nor officer nor employee of the District, nor officer nor employee of the Department shall be admitted to any share or part of the Contract or to any benefit that may arise therefrom, and all agreements entered into by the Contracting Officer of the Department in which he or any officer or employee of the Department shall be personally interested as well as all agreements made by the Department in which the Mayor or City Council Member or officer or employee of the District shall be personally interested shall be void and no payments shall be made on any such contracts by the Department or by any officer thereof; but this provision shall not be construed or extend to the agreement if the share of or benefit to the member of, or delegate to Congress, Mayor or City Council Member, or officer or employee of the District is de minimis.

Section 10.5 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.

Section 10.6 Anti-Deficiency Act. The Department's obligations and responsibilities under the terms of the Contract and the Contract Documents are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1350, 1351, (ii) the D.C. Code 47-105, (iii) the District of Columbia Anti-Deficiency Act, D.C. Code §§ 47-355.01 - 355.08, as the foregoing statutes may be amended from time to time, and (iv) Section 446 of the District of Columbia Home Rule Act. Neither the Contract nor any of the Contract Documents shall constitute an indebtedness of the Department, nor shall it constitute an obligation for which the Department is obligated to levy or pledge any form of taxation, or for which the Department has levied or pledged any form of taxation. **IN ACCORDANCE WITH § 446 OF THE HOME RULE ACT, D.C. CODE § 1-204.46, NO DISTRICT OF COLUMBIA OFFICIAL IS AUTHORIZED TO OBLIGATE OR EXPEND ANY AMOUNT UNDER THE CONTRACT OR CONTRACT DOCUMENTS UNLESS SUCH AMOUNT HAS BEEN APPROVED, IS LAWFULLY AVAILABLE AND APPROPRIATED BY ACT OF CONGRESS.**

Continuation of services beyond September 30th in each 12 month contract period is subject to the availability of funds.

IN WITNESS WHEREOF, each of the parties to this Agreement has caused this Agreement to be signed by its duly authorized representative.

DEPARTMENT OF GENERAL SERVICES

By: _____
Name:
Title:

Contractor

By: _____
Name:
Title:

WD 05-2103 (Rev.-12) was first posted on www.wdol.gov on 06/19/2012

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS
ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

| Wage Determination No.: 2005-2103

Diane C. Koplewski | Division of | Revision No.: 12
Director | Wage Determinations | Date Of Revision: 06/13/2012

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide

Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince
George's, St Mary's

Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier,
King George, 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	15.08	
01012 - Accounting Clerk II	16.92	
01013 - Accounting Clerk III	22.30	
01020 - Administrative Assistant	31.41	
01040 - Court Reporter	21.84	
01051 - Data Entry Operator I	14.38	
01052 - Data Entry Operator II	15.69	
01060 - Dispatcher, Motor Vehicle	17.87	
01070 - Document Preparation Clerk	14.21	
01090 - Duplicating Machine Operator	14.21	
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	13.62	

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	22.03	
01280 - Receptionist	14.43	
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	28.55	
01420 - Survey Worker	20.03	
01531 - Travel Clerk I	13.29	
01532 - Travel Clerk II	14.36	
01533 - Travel Clerk III	15.49	
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		25.26
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	13.85	
07041 - Cook I	12.55	
07042 - Cook II	14.60	
07070 - Dishwasher	10.11	
07130 - Food Service Worker	10.66	
07210 - Meat Cutter	18.08	
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	10.54
11090 - Gardener	17.52
11122 - Housekeeping Aide	11.83
11150 - Janitor	11.83
11210 - Laborer, Grounds Maintenance	13.07
11240 - Maid or Houseman	11.26
11260 - Pruner	11.58
11270 - Tractor Operator	16.04
11330 - Trail Maintenance Worker	13.07
11360 - Window Cleaner	12.85
12000 - Health Occupations	
12010 - Ambulance Driver	20.41
12011 - Breath Alcohol Technician	20.27
12012 - Certified Occupational Therapist Assistant	23.11
12015 - Certified Physical Therapist Assistant	21.43
12020 - Dental Assistant	17.18
12025 - Dental Hygienist	44.75
12030 - EKG Technician	27.67
12035 - Electroneurodiagnostic Technologist	27.67
12040 - Emergency Medical Technician	20.41
12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	15.01
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	17.42
12190 - Medical Record Technician	19.50
12195 - Medical Transcriptionist	18.77
12210 - Nuclear Medicine Technologist	37.60
12221 - Nursing Assistant I	10.80
12222 - Nursing Assistant II	12.14
12223 - Nursing Assistant III	13.98
12224 - Nursing Assistant IV	15.69
12235 - Optical Dispenser	20.17
12236 - Optical Technician	15.80
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	15.69
12305 - Radiologic Technologist	31.11

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)	21.73	
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I	19.86	
13012 - Exhibits Specialist II	24.61	
13013 - Exhibits Specialist III	30.09	
13041 - Illustrator I	20.48	
13042 - Illustrator II	25.38	
13043 - Illustrator III	31.03	
13047 - Librarian	33.88	
13050 - Library Aide/Clerk	14.21	
13054 - Library Information Technology Systems Administrator	30.60	
13058 - Library Technician	19.89	
13061 - Media Specialist I	18.73	
13062 - Media Specialist II	20.95	
13063 - Media Specialist III	23.36	
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	
13110 - Video Teleconference Technician	20.39	
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)	
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	
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	26.80
15090 - Technical Instructor	25.08
15095 - Technical Instructor/Course Developer	30.67
15110 - Test Proctor	20.20
15120 - Tutor	20.20
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.88
16030 - Counter Attendant	9.88
16040 - Dry Cleaner	12.94
16070 - Finisher, Flatwork, Machine	9.88
16090 - Presser, Hand	9.88
16110 - Presser, Machine, Drycleaning	9.88
16130 - Presser, Machine, Shirts	9.88
16160 - Presser, Machine, Wearing Apparel, Laundry	9.88
16190 - Sewing Machine Operator	13.78
16220 - Tailor	14.66
16250 - Washer, Machine	10.88
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.14
19040 - Tool And Die Maker	23.38
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.02
21030 - Material Coordinator	22.03
21040 - Material Expediter	22.03
21050 - Material Handling Laborer	13.83
21071 - Order Filler	15.09
21080 - Production Line Worker (Food Processing)	18.02
21110 - Shipping Packer	15.09
21130 - Shipping/Receiving Clerk	15.09
21140 - Store Worker I	11.72
21150 - Stock Clerk	16.86
21210 - Tools And Parts Attendant	18.02
21410 - Warehouse Specialist	18.02
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.21
23021 - Aircraft Mechanic I	25.83
23022 - Aircraft Mechanic II	27.21
23023 - Aircraft Mechanic III	28.53
23040 - Aircraft Mechanic Helper	17.54
23050 - Aircraft, Painter	24.73
23060 - Aircraft Servicer	19.76
23080 - Aircraft Worker	21.01

23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	26.02
23130 - Carpenter, Maintenance	21.40
23140 - Carpet Layer	20.49
23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	24.94
23182 - Electronics Technician Maintenance II	26.47
23183 - Electronics Technician Maintenance III	27.89
23260 - Fabric Worker	19.13
23290 - Fire Alarm System Mechanic	22.91
23310 - Fire Extinguisher Repairer	17.62
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	25.83
23381 - Ground Support Equipment Servicer	19.76
23382 - Ground Support Equipment Worker	21.01
23391 - Gunsmith I	17.62
23392 - Gunsmith II	20.49
23393 - Gunsmith III	22.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.89
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	25.17
23430 - Heavy Equipment Mechanic	22.91
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	22.59
23465 - Laboratory/Shelter Mechanic	21.75
23470 - Laborer	14.98
23510 - Locksmith	21.90
23530 - Machinery Maintenance Mechanic	23.12
23550 - Machinist, Maintenance	22.91
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	22.59
23592 - Metrology Technician II	23.80
23593 - Metrology Technician III	24.96
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	24.63
23810 - Plumber, Maintenance	22.29
23820 - Pneudraulic Systems Mechanic	22.91
23850 - Rigger	22.91
23870 - Scale Mechanic	20.49
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	27.41
23960 - Welder, Combination, Maintenance	22.91
23965 - Well Driller	22.91
23970 - Woodcraft Worker	22.91
23980 - Woodworker	17.62
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.57
24620 - Family Readiness And Support Services Coordinator	16.90
24630 - Homemaker	18.43
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.30
25040 - Sewage Plant Operator	20.84
25070 - Stationary Engineer	27.30
25190 - Ventilation Equipment Tender	19.49
25210 - Water Treatment Plant Operator	20.84
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.57
27007 - Baggage Inspector	12.71
27008 - Corrections Officer	22.80
27010 - Court Security Officer	24.72
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	22.80
27070 - Firefighter	24.63
27101 - Guard I	12.71
27102 - Guard II	20.57
27131 - Police Officer I	26.52
27132 - Police Officer II	29.67
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Equipment Worker	9.24
28210 - Gate Attendant/Gate Tender	13.01
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	18.04
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.13

29020 - Hatch Tender	23.13	
29030 - Line Handler	23.13	
29041 - Stevedore I	21.31	
29042 - Stevedore II	24.24	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)		39.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)		26.84
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)		29.56
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	
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	
30210 - Laboratory Technician	23.38	
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	
30390 - Photo-Optics Technician	27.98	
30461 - Technical Writer I	21.93	
30462 - Technical Writer II	26.84	
30463 - Technical Writer III	32.47	
30491 - Unexploded Ordnance (UXO) Technician I		24.74
30492 - Unexploded Ordnance (UXO) Technician II		29.93
30493 - Unexploded Ordnance (UXO) Technician III		35.88
30494 - Unexploded (UXO) Safety Escort		24.74
30495 - Unexploded (UXO) Sweep Personnel		24.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	25.19
30621 - Weather Observer, Senior	(see 2)	27.98
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide	14.32	
31030 - Bus Driver	20.85	
31043 - Driver Courier	13.98	

31260 - Parking and Lot Attendant	10.07
31290 - Shuttle Bus Driver	15.66
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	15.66
31362 - Truckdriver, Medium	17.90
31363 - Truckdriver, Heavy	19.18
31364 - Truckdriver, Tractor-Trailer	19.18
99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	11.58
99095 - Embalmer	23.05
99251 - Laboratory Animal Caretaker I	11.30
99252 - Laboratory Animal Caretaker II	12.35
99310 - Mortician	31.73
99410 - Pest Controller	17.69
99510 - Photofinishing Worker	13.20
99710 - Recycling Laborer	18.50
99711 - Recycling Specialist	22.71
99730 - Refuse Collector	16.40
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	13.43
99830 - Survey Party Chief	21.94
99831 - Surveying Aide	13.63
99832 - Surveying Technician	20.85
99840 - Vending Machine Attendant	14.43
99841 - Vending Machine Repairer	18.73
99842 - Vending Machine Repairer Helper	14.43

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.71 per hour or \$148.40 per week or \$643.07 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 4174)

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 regrading 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.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} 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 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 Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

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 decision to the contractor.

6) The contractor informs the affected employees.

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" (the Directory) should be used to compare job definitions to insure 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.



LIVING WAGE ACT FACT SHEET

The “Living Wage Act of 2006,” Title I of D.C. Law 16-18, (D.C. Official Code §§2-220.01-.11) became effective June 9, 2006. It 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 wages no less than the current living wage rate.

Effective January 1, 2010, the living wage rate is \$12.50 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 eminent threat to public health or safety declared by the Mayor;
5. Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services, provided that the trainees do not replace employees subject to the Living Wage Act;
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 (68A Stat. 163; 26. U.S.C. §501(c)(3));
9. Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health- Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code §44-501); and
10. Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

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 and is not paying you at least the current living wage, you may file a complaint with the DOES Office of Wage – Hour, located at 64 New York Ave., NE, Room 3105, (202) 671-1880.

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.*