



OFFICE OF  
CONTRACTING  
AND PROCUREMENT  
GOVERNMENT OF THE DISTRICT OF COLUMBIA

# Office of Contracting<sup>\*\*\*</sup> and Procurement

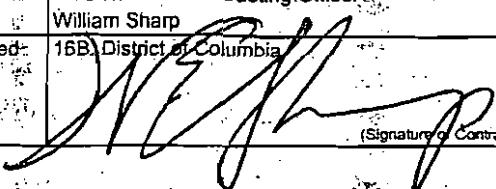
## DCPS Security and Related Services

**Solicitation: POFA-2004-R-0005**

**Contract: POFA-2005-D-0003**

# SOLICITATION

36

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. Contract Number	Page of Pages 1 3	
2. Amendment/Modification Number Amendment No. 11		3. Effective Date 4/15/2005		4. Requisition/Purchase Request No.	
5. Solicitation Caption DCPS Security and Related Services		6. Issued By: Office of Contracting and Procurement Professional and Human Care Services 441 4th Street, N.W. Suite 700 South Washington, DC 20001			
7. Administered By (If other than line 6)		Code			
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)		<input checked="" type="checkbox"/> 9A. Amendment of Solicitation No. POFA-2004-R-0004 <input checked="" type="checkbox"/> 9B. Dated (See Item 11) 9/7/2004 10A. Modification of Contract/Order No. 10B. Dated (See Item 13)		Code	
Facility		11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<p>The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning 3 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. Accounting and Appropriation Data (If Required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14					
A. This change order is issued pursuant to: (Specify Authority) The changes set forth in Item 14 are made in the contract/order no. in item 10A.					
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.					
C. This supplemental agreement is entered into pursuant to authority of:					
D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)  See continuation sheets.					
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect					
15A. Name and Title of Signer (Type or print)		16A. Name of Contracting Officer William Sharp			
15B. Name of Contractor		15C. Date Signed		16B. District of Columbia	
(Signature of person authorized to sign)				16C. Date Signed 15 APR 05	
				(Signature of Contracting Officer)	

The solicitation is hereby amended as follows:

1. The proposed change to the rules governing the application of the Child and Youth Safety and Health Act has necessitated that the Best and Final offers are now due to the Office of Contracting and Procurement bid counter at 10:00 a.m. on Monday April 18, 2005. However, no change to the application of the rules was made. Offerors shall provide an original of the Technical and Cost/Price offers and seven (7) copies of each separated by type.
2. Section C.29.1 is deleted in its entirety and replaced with new Section C.29.1 as follows:

**"C.29.1 Beginning of Contract Term**

Within three (3) days of notice of award, the contractor shall implement a transition plan that will accomplish the following functions, at no additional cost to MPD. Contractor acknowledges and agrees that costs incurred preparatory to the initiation of services date (now scheduled for July 1, 2005) are borne by the Contractor. The Contractor shall implement the Transition Plan upon MPD's approval.

- a. The Contractor shall provide a seamless continuity of services. The Contractor shall coordinate with the incumbent contractor and ensure that transition does not disrupt day-to-day security operations.
- b. The Contractor shall begin staffing posts with fully qualified, trained personnel (i.e., personnel meeting all Section C requirements) at the initiation of services date (now scheduled for July 1, 2005 or such other date as the District may direct).
- c. The Contractor shall provide employees with an orientation detailing contractor benefits, applications, release forms and other pertinent matters relating to school security.
- d. The Contractor shall verify that all employee licenses, training certifications, and physical examinations required in Section C or by the District are valid and current. No contractor employee shall be permitted to assume duties until these requirements have been demonstrated in accordance with Section C.
- e. The transition shall be complete within forty-five days of contract award."

3. Section L.1.1 is deleted in its entirety and replaced with new Section L.1.1 as follows:

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~~“L.1.1 Most Advantageous to the District~~

The District may award, but is not obligated to award one (1) contract resulting from this solicitation, to the responsible offeror whose offer conforming to the solicitation will be the most advantageous to the District, cost or price, technical and other factors considered.”

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. Contract Number Page of Pages  
1 10

2. Amendment/Modification Number 3. Effective Date 4. Requisition/Purchase Request No. 5. Solicitation Caption  
 Amendment No. 10 4/1/2005  DCPS Security and Related Services

6. Issued By: Code 7. Administered By (If other than line 6)  
 Office of Contracting and Procurement  
 Professional and Human Care Services  
 441 4th Street, N.W. Suite 700 South  
 Washington, DC 20001

8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code) (X) 9A. Amendment of Solicitation No.  
POFA-2004-R-0004  
x 9B. Dated (See Item 11)  
9/7/2004  
10A. Modification of Contract/Order No.  
10B. Dated (See Item 13)

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 3 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. Accounting and Appropriation Data (If Required)**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14**

- A. This change order is issued pursuant to: (Specify Authority)
- The changes set forth in Item 14 are made in the contract/order no. in item 10A.
- B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.
- C. This supplemental agreement is entered into pursuant to authority of:
- D. Other (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

**14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)**

1. Due to the publishing of a new U.S Department of Labor Wage Determination on March 31, 2005, Attachment J.2, Wage Determination No. 1994-2103 Revision No. 32, is deleted in its entirety and replaced with new Attachment J.2, Wage Determination No. 1994-2103 Revision 33, attached.
2. The Technical portion of offeror's proposals remains due at OCP not later than 2:00 p.m. April 1, 2005. Because of the new wage determination, offeror's price proposals are now due at OCP not later than 3:00 p.m. April 4, 2005.

Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect

15A. Name and Title of Signer (Type or print)		16A. Name of Contracting Officer Sheila Turner	
15B. Name of Contractor	15C. Date Signed	16B. District of Columbia <i>Ken Lawson</i>	16C. Date Signed 4-1-05
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

94-2103 DC, DISTRICT-WIDE

WAGE DETERMINATION NO: 94-2103 REV (33) AREA: DC, DISTRICT-WIDE

HEALTH AND WELFARE LEVEL - INSURANCE ONLY \*\*OTHER WELFARE LEVEL WD:94-2104

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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

William W. Gross                      Division of  
Director                                  Wage Determinations

Wage Determination No.: 1994-2103  
Revision No.: 33  
Date Of Revision: 03/10/2005

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	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	12.16
01012 - Accounting Clerk II	12.86
01013 - Accounting Clerk III	14.89
01014 - Accounting Clerk IV	16.65
01030 - Court Reporter	17.02
01050 - Dispatcher, Motor Vehicle	16.50
01060 - Document Preparation Clerk	12.75
01070 - Messenger (Courier)	10.23
01090 - Duplicating Machine Operator	12.75
01110 - Film/Tape Librarian	15.10
01115 - General Clerk I	11.68
01116 - General Clerk II	13.72
01117 - General Clerk III	15.32
01118 - General Clerk IV	18.74
01120 - Housing Referral Assistant	19.30
01131 - Key Entry Operator I	12.67
01132 - Key Entry Operator II	13.82
01191 - Order Clerk I	14.74
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	13.05
01262 - Personnel Assistant (Employment) II	15.10
01263 - Personnel Assistant (Employment) III	17.02
01264 - Personnel Assistant (Employment) IV	19.60
01270 - Production Control Clerk	18.89
01290 - Rental Clerk	15.42
01300 - Scheduler, Maintenance	15.26
01311 - Secretary I	16.11
01312 - Secretary II	17.31

01313	- Secretary III	19.30
01314	- Secretary IV	21.45
01315	- Secretary V	23.75
01320	- Service Order Dispatcher	15.82
01341	- Stenographer I	15.15
01342	- Stenographer II	16.47
01400	- Supply Technician	21.45
01420	- Survey Worker (Interviewer)	16.43
01460	- Switchboard Operator-Receptionist	12.06
01510	- Test Examiner	17.31
01520	- Test Proctor	17.31
01531	- Travel Clerk I	11.63
01532	- Travel Clerk II	12.49
01533	- Travel Clerk III	13.41
01611	- Word Processor I	12.75
01612	- Word Processor II	15.10
01613	- Word Processor III	17.02
03000	- Automatic Data Processing Occupations	
03010	- Computer Data Librarian	15.10
03041	- Computer Operator I	15.10
03042	- Computer Operator II	17.02
03043	- Computer Operator III	18.89
03044	- Computer Operator IV	21.09
03045	- Computer Operator V	23.35
03071	- Computer Programmer I (1)	19.64
03072	- Computer Programmer II (1)	23.33
03073	- Computer Programmer III (1)	27.62
03074	- Computer Programmer IV (1)	27.62
03101	- Computer Systems Analyst I (1)	27.62
03102	- Computer Systems Analyst II (1)	27.62
03103	- Computer Systems Analyst III (1)	27.62
03160	- Peripheral Equipment Operator	15.10
05000	- Automotive Service Occupations	
05005	- Automotive Body Repairer, Fiberglass	22.73
05010	- Automotive Glass Installer	17.88
05040	- Automotive Worker	17.88
05070	- Electrician, Automotive	18.95
05100	- Mobile Equipment Servicer	15.69
05130	- Motor Equipment Metal Mechanic	19.98
05160	- Motor Equipment Metal Worker	17.88
05190	- Motor Vehicle Mechanic	20.07
05220	- Motor Vehicle Mechanic Helper	16.81
05250	- Motor Vehicle Upholstery Worker	17.88
05280	- Motor Vehicle Wrecker	17.88
05310	- Painter, Automotive	18.95
05340	- Radiator Repair Specialist	17.88
05370	- Tire Repairer	14.43
05400	- Transmission Repair Specialist	19.98
07000	- Food Preparation and Service Occupations	
(not set)	- Food Service Worker	9.91
07010	- Baker	12.25
07041	- Cook I	11.53
07042	- Cook II	12.79
07070	- Dishwasher	9.76
07130	- Meat Cutter	16.07
07250	- Waiter/Waitress	8.59
09000	- Furniture Maintenance and Repair Occupations	
09010	- Electrostatic Spray Painter	18.05
09040	- Furniture Handler	12.55
09070	- Furniture Refinisher	18.05

09100 - Furniture Refinisher Helper	13.85
09110 - Furniture Repairer, Minor	16.01
09130 - Upholsterer	18.05
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.67
11060 - Elevator Operator	9.79
11090 - Gardener	14.27
11121 - House Keeping Aid I	9.97
11122 - House Keeping Aid II	10.77
11150 - Janitor	10.12
11210 - Laborer, Grounds Maintenance	11.65
11240 - Maid or Houseman	9.97
11270 - Pest Controller	12.49
11300 - Refuse Collector	11.69
11330 - Tractor Operator	14.00
11360 - Window Cleaner	10.51
12000 - Health Occupations	
12020 - Dental Assistant	16.90
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	15.83
12071 - Licensed Practical Nurse I	15.86
12072 - Licensed Practical Nurse II	17.79
12073 - Licensed Practical Nurse III	19.92
12100 - Medical Assistant	12.94
12130 - Medical Laboratory Technician	16.32
12160 - Medical Record Clerk	14.96
12190 - Medical Record Technician	16.47
12221 - Nursing Assistant I	9.32
12222 - Nursing Assistant II	10.48
12223 - Nursing Assistant III	11.94
12224 - Nursing Assistant IV	13.40
12250 - Pharmacy Technician	13.02
12280 - Phlebotomist	13.40
12311 - Registered Nurse I	24.92
12312 - Registered Nurse II	29.47
12313 - Registered Nurse II, Specialist	29.47
12314 - Registered Nurse III	35.65
12315 - Registered Nurse III, Anesthetist	35.65
12316 - Registered Nurse IV	42.73
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	20.85
13011 - Exhibits Specialist I	17.98
13012 - Exhibits Specialist II	23.33
13013 - Exhibits Specialist III	28.07
13041 - Illustrator I	18.73
13042 - Illustrator II	23.42
13043 - Illustrator III	28.82
13047 - Librarian	24.54
13050 - Library Technician	17.18
13071 - Photographer I	14.67
13072 - Photographer II	17.18
13073 - Photographer III	21.52
13074 - Photographer IV	26.05
13075 - Photographer V	29.15
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.71
15030 - Counter Attendant	8.71
15040 - Dry Cleaner	10.94
15070 - Finisher, Flatwork, Machine	8.71
15090 - Presser, Hand	8.71
15100 - Presser, Machine, Drycleaning	8.71

15130 - Presser, Machine, Shirts	8.71
15160 - Presser, Machine, Wearing Apparel, Laundry	8.71
15190 - Sewing Machine Operator	11.73
15220 - Tailor	12.43
15250 - Washer, Machine	9.31
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	18.95
19040 - Tool and Die Maker	23.05
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	19.38
21020 - Material Coordinator	19.05
21030 - Material Expediter	19.05
21040 - Material Handling Laborer	11.50
21050 - Order Filler	13.21
21071 - Forklift Operator	16.04
21080 - Production Line Worker (Food Processing)	15.93
21100 - Shipping/Receiving Clerk	13.15
21130 - Shipping Packer	13.15
21140 - Store Worker I	9.06
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.05
21210 - Tools and Parts Attendant	16.99
21400 - Warehouse Specialist	16.04
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	22.24
23040 - Aircraft Mechanic Helper	14.71
23050 - Aircraft Quality Control Inspector	23.43
23060 - Aircraft Servicer	17.82
23070 - Aircraft Worker	18.09
23100 - Appliance Mechanic	18.95
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	24.68
23130 - Carpenter, Maintenance	18.95
23140 - Carpet Layer	17.80
23160 - Electrician, Maintenance	22.59
23181 - Electronics Technician, Maintenance I	19.42
23182 - Electronics Technician, Maintenance II	21.92
23183 - Electronics Technician, Maintenance III	23.87
23260 - Fabric Worker	16.61
23290 - Fire Alarm System Mechanic	19.98
23310 - Fire Extinguisher Repairer	15.69
23340 - Fuel Distribution System Mechanic	21.05
23370 - General Maintenance Worker	17.28
23400 - Heating, Refrigeration and Air Conditioning Mechanic	20.87
23430 - Heavy Equipment Mechanic	19.98
23440 - Heavy Equipment Operator	20.76
23460 - Instrument Mechanic	19.98
23470 - Laborer	14.27
23500 - Locksmith	18.95
23530 - Machinery Maintenance Mechanic	20.51
23550 - Machinist, Maintenance	21.52
23580 - Maintenance Trades Helper	14.54
23640 - Millwright	21.85
23700 - Office Appliance Repairer	18.95
23740 - Painter, Aircraft	21.29
23760 - Painter, Maintenance	18.95
23790 - Pipefitter, Maintenance	22.76
23800 - Plumber, Maintenance	20.99
23820 - Pneudraulic Systems Mechanic	19.98
23850 - Rigger	19.98
23870 - Scale Mechanic	17.88

23890 - Sheet-Metal Worker, Maintenance	19.98
23910 - Small Engine Mechanic	20.05
23930 - Telecommunication Mechanic I	22.21
23931 - Telecommunication Mechanic II	23.41
23950 - Telephone Lineman	22.21
23960 - Welder, Combination, Maintenance	19.98
23965 - Well Driller	19.98
23970 - Woodcraft Worker	19.98
23980 - Woodworker	15.32
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.58
24580 - Child Care Center Clerk	16.15
24600 - Chore Aid	9.29
24630 - Homemaker	16.75
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	22.57
25040 - Sewage Plant Operator	19.52
25070 - Stationary Engineer	22.57
25190 - Ventilation Equipment Tender	15.24
25210 - Water Treatment Plant Operator	19.72
27000 - Protective Service Occupations	
(not set) - Police Officer	23.19
27004 - Alarm Monitor	16.79
27006 - Corrections Officer	18.10
27010 - Court Security Officer	20.72
27040 - Detention Officer	18.29
27070 - Firefighter	20.97
27101 - Guard I	11.51
27102 - Guard II	15.16
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	19.69
28020 - Hatch Tender	19.69
28030 - Line Handler	19.89
28040 - Stevedore I	18.71
28050 - Stevedore II	21.11
29000 - Technical Occupations	
21150 - Graphic Artist	22.81
29010 - Air Traffic Control Specialist, Center (2)	32.70
29011 - Air Traffic Control Specialist, Station (2)	22.54
29012 - Air Traffic Control Specialist, Terminal (2)	24.82
29023 - Archeological Technician I	15.78
29024 - Archeological Technician II	17.58
29025 - Archeological Technician III	21.94
29030 - Cartographic Technician	23.33
29035 - Computer Based Training (CBT) Specialist/ Instructor	31.26
29040 - Civil Engineering Technician	22.19
29061 - Drafter I	14.31
29062 - Drafter II	16.57
29063 - Drafter III	18.53
29064 - Drafter IV	23.33
29081 - Engineering Technician I	17.67
29082 - Engineering Technician II	19.84
29083 - Engineering Technician III	22.54
29084 - Engineering Technician IV	27.49
29085 - Engineering Technician V	33.62
29086 - Engineering Technician VI	40.67
29090 - Environmental Technician	21.22
29100 - Flight Simulator/Instructor (Pilot)	36.95
29160 - Instructor	26.54
29210 - Laboratory Technician	18.56

29240 - Mathematical Technician	23.70
29361 - Paralegal/Legal Assistant I	20.03
29362 - Paralegal/Legal Assistant II	24.82
29363 - Paralegal/Legal Assistant III	30.35
29364 - Paralegal/Legal Assistant IV	36.73
29390 - Photooptics Technician	23.33
29480 - Technical Writer	28.55
29491 - Unexploded Ordnance (UXO) Technician I	20.78
29492 - Unexploded Ordnance (UXO) Technician II	25.14
29493 - Unexploded Ordnance (UXO) Technician III	30.13
29494 - Unexploded (UXO) Safety Escort	20.78
29495 - Unexploded (UXO) Sweep Personnel	20.78
29620 - Weather Observer, Senior (3)	21.32
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	18.30
29622 - Weather Observer, Upper Air (3)	18.30
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	15.95
31260 - Parking and Lot Attendant	8.62
31290 - Shuttle Bus Driver	13.45
31300 - Taxi Driver	12.71
31361 - Truckdriver, Light Truck	13.89
31362 - Truckdriver, Medium Truck	17.09
31363 - Truckdriver, Heavy Truck	18.40
31364 - Truckdriver, Tractor-Trailer	18.40
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	10.47
99030 - Cashier	9.82
99041 - Carnival Equipment Operator	12.35
99042 - Carnival Equipment Repairer	13.30
99043 - Carnival Worker	8.31
99050 - Desk Clerk	9.78
99095 - Embalmer	19.79
99300 - Lifeguard	10.92
99310 - Mortician	24.77
99350 - Park Attendant (Aide)	13.71
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.12
99500 - Recreation Specialist	16.99
99510 - Recycling Worker	15.47
99610 - Sales Clerk	11.08
99620 - School Crossing Guard (Crosswalk Attendant)	11.37
99630 - Sport Official	11.24
99658 - Survey Party Chief (Chief of Party)	18.39
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	17.48
99660 - Surveying Aide	11.43
99690 - Swimming Pool Operator	13.93
99720 - Vending Machine Attendant	10.73
99730 - Vending Machine Repairer	13.93
99740 - Vending Machine Repairer Helper	11.34

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a 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 PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) **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.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

**Source of Occupational Title and Descriptions:**

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

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

**Conformance Process:**

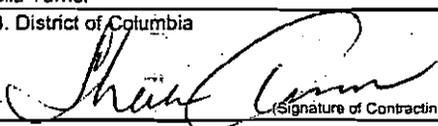
The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide 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) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), 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.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. Contract Number	Page of Pages 1 23	
2. Amendment/Modification Number Amendment No. 9		3. Effective Date 3/28/2005	4. Requisition/Purchase Request No.		5. Solicitation Caption DCPS Security and Related Services
Issued By: Office of Contracting and Procurement Professional and Human Care Services 441 4th Street, N.W. Suite 700 South Washington, DC 20001		Code	7. Administered By (If other than line 6)		
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)			(X)	9A. Amendment of Solicitation No. POFA-2004-R-0004	
			x	9B. Dated (See Item 11) 9/7/2004	
				10A. Modification of Contract/Order No.	
				10B. Dated (See Item 13)	
Code	Facility		11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS		
<p>The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>3</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. Accounting and Appropriation Data (If Required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14					
A. This change order is issued pursuant to: (Specify Authority) The changes set forth in Item 14 are made in the contract/order no. in item 10A.					
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.					
C. This supplemental agreement is entered into pursuant to authority of:					
D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)  This amendment is issued to merge the requirements of Solicitations POFA-2004-R-0004 and 0005. See continuation sheets.					
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect					
15A. Name and Title of Signer (Type or print)			16A. Name of Contracting Officer Sheila Turner		
15B. Name of Contractor  (Signature of person authorized to sign)		15C. Date Signed	16B. District of Columbia   (Signature of Contracting Officer)		16C. Date Signed 3/28/05

The solicitations are hereby amended as follows:

1. Sections A, B, C, D, E, F, G, H, I, J, K, L and M and all attachments are merged and consolidated to form a single solicitation numbered POFA-2004-R-0004.
2. Sections B are deleted in their entirety and replaced with the attached, merged Section B. Offeror is required to price the annual hours shown on each page.
3. Section C is modified\* to add C.3.30 below:

**"C.3.30 Requirements Based on the Child and Youth Safety and Health Act**

**C.3.30.1 Requirements for Drug and Alcohol Testing**

- a. Contractor shall either hire an independent contractor to manage the random selection and recordkeeping pertaining to the drug and alcohol testing program, or shall utilize drug testing program management software approved by the MPD.
- b. As specified in Section 2036 of the Act, the Contractor shall implement the policies and procedures outlined in Sections 2032-2035.

**\*Note: the offeror is required to explain how it plans to implement and manage (and document the results of its efforts in accordance with Section C.3.1 of the RFP), the drug and alcohol testing program in compliance with the Child and Youth Safety and Health Act and the requirements of this RFP in his response to this amendment.**

**C.3.30.2 Requirements for Criminal Background Checks**

(a) The requirements of the Act and Rules pursuant to the Act pertaining to criminal background checks in 27 DCMR Chapter 4 shall be applicable to persons performing the following duties and responsibilities:

- 1) The provision of on-site school security services, as defined in Section C.5.2.9;
- 2) Direct supervision of persons providing on-site school security services;

- 3) The president or chief executive of the contractor for on-site school security services; and
  - 4) Key personnel as set forth either in a solicitation or a contract for on-site school security services.
- 

- (b) The contractor shall conduct periodic criminal background checks annually after employment and when either the agency or the Contractor has a reasonable suspicion based on the facts and circumstances that the employee may be in violation of the Act.
- (c) Contractor shall review the criminal history record of applicants or employees and ensure that employees shall meet the criminal history standards of the Act and of the contract.
- (d) The contractor shall certify that any covered employee or volunteer has not been convicted in the District of Columbia or any State or territory of the United States, for any of the following offenses or their equivalent in another State or territory, within the past ten (10) years, regardless of whether or not the convicting jurisdiction deemed the offense to be a felony:
  - (1) Murder, attempted murder, manslaughter or arson;
  - (2) Assault, battery, assault and battery, assault with a dangerous weapon, mayhem, or threats to do bodily harm;
  - (3) Any crime against children or youth;
  - (4) Robbery;
  - (5) Kidnapping;
  - (6) Sexual offenses, including indecent exposure; promoting, procuring, compelling, soliciting, or engaging in prostitution; corrupting minors, sexual relations with children; molesting; voyeurism; committing sex acts in public; incest; rape, sexual assault, sexual battery, or sexual abuse;
  - (7) Child abuse or cruelty to children;
  - (8) Unlawful distribution of, or possession with intent to distribute, a controlled substance;
  - (9) Unlawful possession of a controlled substance.
  - (10) Theft, fraud, forgery, extortion, or blackmail;
  - (11) Illegal use or possession of a firearm;
  - (12) Trespass or injury to property
  - (13) Child pornography; or
  - (14) Burglary.

Conviction of any of these offenses shall automatically disqualify an applicant, employee, or volunteer from working or volunteering under the contract except for the offenses enumerated (9), (10), (12) and (14). For those offenses that do not automatically disqualify an applicant, employee or volunteer from working or volunteering under the contract, the Contractor shall notify the COTR of the

existence of these applicants, employees and volunteers who have been convicted of such offenses, and await a decision from MPD.

- (e) If an applicant, employee, or volunteer has been convicted in any jurisdiction of a felony or serious misdemeanor not described above, or of unlawful entry (whether a felony or misdemeanor in the convicting jurisdiction), the contractor may, at his or her discretion, seek approval from the COTR for that individual to work or volunteer under the contract. The contractor shall make such application to the COTR in writing, and shall address the following: 1) The recency of any conviction; 2) the age of the applicant, employee, or volunteer at the time of any conviction; 3) any false statements made by the applicant, employee, or volunteer concerning the conviction, or the discovery of any intentional false statements of material fact or deception or fraud in applying for employment, compensated or not, that would provide a basis for disqualification; and 4) the absence or presence of rehabilitation or efforts toward rehabilitation.

The COTR shall have the discretion to approve or deny such applications and shall do so in writing.

- (f) Fifteen days after contract award, the Contractor shall provide to the COTR a roster listing all employees approved by the Contractor as individuals that meet the Child and Youth Safety and Health Act criminal background check requirements. During performance of the contract, the Contractor is also required to update the listing to the COTR as new employees are approved by the Contractor as individuals that meet the Child and Youth Safety and Health Act criminal background check requirements. For each employee on the initial listing and updates to the listing, Contractor shall provide a copy of the criminal background check used to qualify each employee to the COTR. Contractor shall also provide an employee summary (i.e., next to each name, identify all convictions)."

**\*Note: the offeror is required to explain how it plans to implement the Rules pertaining to criminal background checks in compliance with the Child and Youth Safety and Health Act, the proposed emergency rules in 27 DCMR Chapter 4, and the requirements of this RFP in his response to this amendment.**

4. Section C is modified to add C.5.2.9 below:

**"C.5.2.9 On-site Security**

On-site Security means security services performed on District of Columbia Public Schools property. ✓

5. Section C is modified to add C.6.3 below:

**“C.6.3** Fifteen days after contract award, the Contractor shall provide to the COTR a roster listing all employees approved by the Contractor as individuals that meet the Child and Youth Safety and Health Act criminal background check requirements. For each employee, Contractor shall provide a copy of the criminal background check used to qualify each employee to the COTR. Contractor shall also provide an employee summary (i.e., next to each name, identify all convictions).” ✓

6. Section C is modified to add C.24.1.1 below:

**“C.24.1.1** Contractor’s Maintenance of Each Employee’s Personnel Files – Format and Content ✓

1. The personnel file jacket shall contain, but not be limited to, the following records:

- a) Copy of current criminal history record;
- b) Current security officer license for Guard I and SPO license for Guard II and other employees specified in the contract;
- c) Copy of U.S. Passport or other identification indicating U.S. Citizenship;
- d) Copy of high school diploma or GED;
- e) Copy of valid driver's license (for those employees who are required to drive a vehicle under the contract);
- f) Copy of driving record for the past three years (for those employees who are required to drive a vehicle under the contract), documenting no driver's license suspension or conviction for DUI type of offense within the past three (3) years;
- g) Copy of training and testing records indicating that employee completed and passed all training requirements and tests;
- h) Copy of first aid/CPR certificate; and
- i) Copy of company disciplinary records, if any.

2. The medical file shall include, but not be limited to, the following items:

- a) Copy of pre-employment physical examination;
- b) Copies of all drug testing program reports, including results of pre-employment drug screening, random drug screening, and reasonable suspicion screening; and ✓
- c) Copy of a psychological screening, if any, attesting to the employee being free of any judgment of incompetence.”

7. Section C is modified to add C.29.1 j. below:

"C29.1 j. Transition shall be complete within forty-five days of contract award." ✓

8. Section F is modified as follows:

**F.1 CONTRACT TYPE** is deleted and replaced with: "The District contemplates award of one (1) Requirements contract with payment based on fixed unit prices as set forth in Section B."

**F.2 TERM OF CONTRACT** is deleted and replaced with: "The term of the contract will be for a period of twenty-four (24) months from date of award, as specified on page one (1) of the contract."

**F.2.1** is deleted in its entirety and replaced with **F.2.1.1** as follows: ✓

"**F.2.1.1** The District may extend the term of this contract by exercising up to three (3) one-year option periods." ✓

**F.2.2.1** is modified to delete the first sentence and replace it with the following sentence:

"The District may extend the term of this contract for a period of three (3) one-year option periods, or multiple successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District shall give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires."

**F.3** is modified to add the requirements of Section C.6.3 to the table of deliverables. ✓

9. Section H is modified to add the following language to the end of the paragraph at Section **H.8 LIQUIDATED DAMAGES**:

"In addition, the parties agree that it is difficult to establish or calculate the harm to the District and its children for Contractor's failure to comply with the Child and Youth Safety and Health Act. Therefore, the parties agree that Contractor shall pay as liquidated damages \$1,000.00 to the District for each employee Contractor provides to the District that is subsequently determined to be a prohibited employee under the Act. Upon such determination, and in addition to payment of liquidated damages by the Contractor, the employee shall be immediately removed from services under the contract as required by Section C.18.2" ✓

**BASE PERIOD (Twenty Four Months/Two Years)\***

\* All quantities in the base period are multiplied by 2

*Year-Round - Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity*</u>	<u>Not To Exceed Total Price</u>
0001	Project Mgr. (Section C.5) (1)	hr.	\$ _____	3,840	\$ _____
0002	Asst. Project Mgr. (2) (Section C.5)	hr.	\$ _____	7,680	\$ _____
0003	Cluster Supervisor (8) (Section C.5, 3 Day, 1 Night/Shift and crossover in between guard post shifts)	hr.	\$ _____	30,720	\$ _____
0004	Admin. Coordinator (1) (Section C.5)	hr.	\$ _____	3,840	\$ _____
0005	Admin. Assistant (2) (Section C.5)	hr.	\$ _____	7,680	\$ _____
0006	DCPS Admin. Facilities-GI* #	hr.	\$ _____	19,200	\$ _____
0007	Gang Unit (Section C.5)	hr.	\$ _____	15,360	\$ _____
0008	S.A.V.E. Team (Section C.5)	hr.	\$ _____	15,360	\$ _____

\*GI - Guard I

\*GII- Guard II

# - See Attachment J.1 for locations

*Year Round - Special Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0009	DCPS Transportation Facilities-GI* (24 hours/day) #	hr.	\$ _____	70,080	\$ _____

*School Year - Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0010A	Education Centers-GI #	hr.	\$ _____	39,936	\$ _____
0010B	Education Centers-GII** #	hr.	\$ _____	6,144	\$ _____
0011	Elementary Schools-GI #	hr.	\$ _____	316,416	\$ _____
0012	Special Education (G1)	hr.	\$ _____	15,360	\$ _____
0013A	Middle Schools-GI* #	hr.	\$ _____	95,232	\$ _____
0013B	Middle Schools-GII** #	hr.	\$ _____	9,216	\$ _____
0014A	Junior High Schools-GI #	hr.	\$ _____	70,656	\$ _____
0014B	Junior High Schools-GII #	hr.	\$ _____	12,288	\$ _____
0015A	Senior High Schools-GI #	hr.	\$ _____	276,480	\$ _____
0015B	Senior High Schools-GII #	hr.	\$ _____	64,512	\$ _____
0016	STAY-GI#	hr.	\$ _____	12,288	\$ _____
0017	Alternative Schools-GI #	hr.	\$ _____	15,360	\$ _____

\*GI - Guard I

\*GII - Guard II

# - See Attachment J.1 for locations

*Summer - Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0018A	Education Centers-GI #	hr.	\$ _____	3,744	\$ _____
0018B	Education Centers-GII #	hr.	\$ _____	624	\$ _____
0019	Elementary Schools-GI #	hr.	\$ _____	32,136	\$ _____
0020	Special Education-GI #	hr.	\$ _____	1,248	\$ _____
0021A	Middle Schools-GI	hr.	\$ _____	8,424	\$ _____
0021B	Middle Schools-GII #	hr.	\$ _____	312	\$ _____
0022A	Junior High Schools-GI #	hr.	\$ _____	4,368	\$ _____
0022B	Junior High Schools-GII #	hr.	\$ _____	1,248	\$ _____
0023A	Senior High Schools-GI #	hr.	\$ _____	1,944	\$ _____
0023B	Senior High Schools-GII #	hr.	\$ _____	972	\$ _____
0024	Alternative Schools-GI #	hr.	\$ _____	624	\$ _____

\*GI - Guard I

\*GII- Guard II

# - See Attachment J.1 for locations

POFA-2004-R-0004-5  
Section B  
Consolidated Pricing

*Special Activities – Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0025	Education Centers-GI* #	hr.	\$ _____	702	\$ _____
0026	Elementary Schools-GI #	hr.	\$ _____	12,052	\$ _____
0027	School Board # (GI)	hr.	\$ _____	1,440	\$ _____
0028	Middle Schools-GI #	hr.	\$ _____	6,280	\$ _____
0029	Junior High Schools-GI #	hr.	\$ _____	4,914	\$ _____
0030	Senior High Schools-GI #	hr.	\$ _____	31,824	\$ _____
0031	Alternative Schools-GI #	hr.	\$ _____	546	\$ _____

*Other Requirements<sup>2</sup>*

<u>CLIN</u>	<u>Description</u>	<u>Price Per CLIN Item Listed Below</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0032	Vehicle Acquisition/Maintenance (Section C.3)	\$ _____ (per vehicle)	32	\$ _____
0033	Random On-going Drug Testing (25% of employees/year) (Section C.3)	\$ _____ (Per employee)		\$ _____
0034	Continuing Professional Training (Section C.9.6)	\$ _____ (Per employee)		\$ _____

<sup>2</sup> CLINS 0032, 0033 and 0034 are for cost information purposes only. The costs for these items are to be both listed here and included in the Contractor's fully-loaded rates.

\*GI - Guard I

\*GII- Guard II

# - See Attachment J.1 for locations

**OPTION YEAR 1*****Year Round - Regular Hours***

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0101	Project Mgr. (Section C.5) (1)	hr.	\$ _____	1,920	\$ _____
0102	Asst. Project Mgr. (2) (Section C.5)	hr.	\$ _____	3,840	\$ _____
0103	Cluster Supervisor (8) (Section C.5, 3 Day, 1 Night/Shift and crossover in between guard post shifts)	hr.	\$ _____	15,360	\$ _____
0104	Admin. Coordinator (1) (Section C.5)	hr.	\$ _____	1,920	\$ _____
0105	Admin. Assistant (2) (Section C.5)	hr.	\$ _____	3,840	\$ _____
0106	DCPS Admin. <u>Facilities-GI* #</u>	hr.	\$ _____	9,600	\$ _____
0107	Gang Unit (Section C.5)	hr.	\$ _____	7,680	\$ _____
0108	S.A.V.E. Team (Section C.5)	hr.	\$ _____	7,680	\$ _____

\*GI - Guard I

\*GII- Guard II

# - See Attachment J.1 for locations

*Year Round – Special Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0109	DCPS Transportation Facilities-GI* (24 hours/day) #	hr.	\$ _____	35,040	\$ _____

*School Year – Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0110A	Education Centers-GI #	hr.	\$ _____	19,968	\$ _____
0110B	Education Centers-GII** #	hr.	\$ _____	3,072	\$ _____
0111	Elementary Schools-GI #	hr.	\$ _____	158,208	\$ _____
0112	Special Education (G1)	hr.	\$ _____	7,680	\$ _____
0113A	Middle Schools-GI* #	hr.	\$ _____	47,616	\$ _____
0113B	Middle Schools-GII** #	hr.	\$ _____	4,608	\$ _____
0114A	Junior High Schools-GI #	hr.	\$ _____	35,328	\$ _____
0114B	Junior High Schools-GII #	hr.	\$ _____	6,144	\$ _____
0115A	Senior High Schools-GI #	hr.	\$ _____	138,240	\$ _____
0115B	Senior High Schools-GII #	hr.	\$ _____	32,256	\$ _____
0116	STAY-GI#	hr.	\$ _____	6,144	\$ _____
0117	Alternative Schools-GI #	hr.	\$ _____	7,680	\$ _____

\*GI - Guard I

\*GII - Guard II

# - See Attachment J-1 for locations

*Summer - Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0118A	Education Centers-GI #	hr.	\$ _____	1,872	\$ _____
0118B	Education Centers-GII #	hr.	\$ _____	312	\$ _____
0119	Elementary Schools-GI #	hr.	\$ _____	16,068	\$ _____
0120	Special Education-GI #	hr.	\$ _____	624	\$ _____
0121A	Middle Schools-GI	hr.	\$ _____	4,212	\$ _____
0121B	Middle Schools-GII #	hr.	\$ _____	156	\$ _____
0122A	Junior High Schools-GI #	hr.	\$ _____	2,184	\$ _____
0122B	Junior High Schools-GII #	hr.	\$ _____	624	\$ _____
0123A	Senior High Schools-GI #	hr.	\$ _____	972	\$ _____
0123B	Senior High Schools-GII #	hr.	\$ _____	486	\$ _____
0124	Alternative Schools-GI #	hr.	\$ _____	312	\$ _____

\*GI - Guard I

\*GII- Guard II

# - See Attachment J.1 for locations

Section B  
Consolidated Pricing

*Special Activities – Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0125	Education Centers-GI* #	hr.	\$ _____	351	\$ _____
0126	Elementary Schools-GI #	hr.	\$ _____	6,026	\$ _____
0127	School Board # (GI)	hr.	\$ _____	720	\$ _____
0128	Middle Schools-GI #	hr.	\$ _____	3,140	\$ _____
0129	Junior High Schools-GI #	hr.	\$ _____	2,457	\$ _____
0130	Senior High Schools-GI #	hr.	\$ _____	15,912	\$ _____
0131	Alternative Schools-GI #	hr.	\$ _____	273	\$ _____

*Other Requirements<sup>2</sup>*

<u>CLIN</u>	<u>Description</u>	<u>Price Per CLIN Item Listed Below</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0132	Vehicle Acquisition/Maintenance (Section C.3)	\$ _____ (per vehicle)	16	\$ _____
0133	Random On-going Drug Testing (25% of employees/year) (Section C.3)	\$ _____ (Per employee)		\$ _____
0134	Continuing Professional Training (Section C.9.6)	\$ _____ (Per employee)		\$ _____

<sup>2</sup> CLINS 0132, 0133 and 0134 are for cost information purposes only. The costs for these items are to be both listed here and included in the Contractor's fully-loaded rates.

\*GI - Guard I  
\*GII- Guard II  
# - See Attachment J.1 for locations

POFA-2004-R-0004-5  
Section B  
Consolidated Pricing

**OPTION YEAR 2**  
*Year Round – Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0201	Project Mgr. (Section C.5) (1)	hr.	\$ _____	1,920	\$ _____
0202	Asst. Project Mgr. (2) (Section C.5)	hr.	\$ _____	3,840	\$ _____
0203	Cluster Supervisor (8) (Section C.5, 3 Day, 1 Night/Shift and crossover in between guard post shifts)	hr.	\$ _____	15,360	\$ _____
0204	Admin. Coordinator (1) (Section C.5)	hr.	\$ _____	1,920	\$ _____
0205	Admin. Assistant (2) (Section C.5)	hr.	\$ _____	3,840	\$ _____
0206	DCPS Admin. Facilities-GI* #	hr.	\$ _____	9,600	\$ _____
0207	Gang Unit (Section C.5)	hr.	\$ _____	7,680	\$ _____
0208	S.A.V.E. Team (Section C.5)	hr.	\$ _____	7,680	\$ _____

\*GI - Guard I

\*GII- Guard II

# - See Attachment J.1 for locations

POFA-2004-R-0004-5  
 Section B  
 Consolidated Pricing

*Year Round – Special Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0209	DCPS Transportation Facilities-GI* (24 hours/day) #	hr.	\$ _____	35,040	\$ _____

*School Year – Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0210A	Education Centers-GI #	hr.	\$ _____	19,968	\$ _____
0210B	Education Centers-GII** #	hr.	\$ _____	3,072	\$ _____
0211	Elementary Schools-GI #	hr.	\$ _____	158,208	\$ _____
0212	Special Education (G1)	hr.	\$ _____	7,680	\$ _____
0213A	Middle Schools-GI* #	hr.	\$ _____	47,616	\$ _____
0213B	Middle Schools-GII** #	hr.	\$ _____	4,608	\$ _____
0214A	Junior High Schools-GI #	hr.	\$ _____	35,328	\$ _____
0214B	Junior High Schools-GII #	hr.	\$ _____	6,144	\$ _____
0215A	Senior High Schools-GI #	hr.	\$ _____	138,240	\$ _____
0215B	Senior High Schools-GII #	hr.	\$ _____	32,256	\$ _____
0216	STAY-GI#	hr.	\$ _____	6,144	\$ _____
0217	Alternative Schools-GI #	hr.	\$ _____	7,680	\$ _____

\*GI - Guard I

\*GII- Guard II

# - See Attachment J:I for locations

*Summer - Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0218A	Education Centers-GI #	hr.	\$ _____	1,872	\$ _____
0218B	Education Centers-GII #	hr.	\$ _____	312	\$ _____
0219	Elementary Schools-GI #	hr.	\$ _____	16,068	\$ _____
0220	Special Education-GI #	hr.	\$ _____	624	\$ _____
0221A	Middle Schools-GI	hr.	\$ _____	4,212	\$ _____
0221B	Middle Schools-GII #	hr.	\$ _____	156	\$ _____
0222A	Junior High Schools-GI #	hr.	\$ _____	2,184	\$ _____
0222B	Junior High Schools-GII #	hr.	\$ _____	624	\$ _____
0223A	Senior High Schools-GI #	hr.	\$ _____	972	\$ _____
0223B	Senior High Schools-GII #	hr.	\$ _____	486	\$ _____
0224	Alternative Schools-GI #	hr.	\$ _____	312	\$ _____

\*GI - Guard I

\*GII- Guard II

# - See Attachment J.1 for locations

POFA-2004-R-0004-5  
Section B  
Consolidated Pricing

*Special Activities – Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0225	Education Centers-GI* #	hr.	\$ _____	351	\$ _____
0226	Elementary Schools-GI #	hr.	\$ _____	6,026	\$ _____
0227	School Board # (GI)	hr.	\$ _____	720	\$ _____
0228	Middle Schools-GI #	hr.	\$ _____	3,140	\$ _____
0229	Junior High Schools-GI #	hr.	\$ _____	2,457	\$ _____
0230	Senior High Schools-GI #	hr.	\$ _____	15,912	\$ _____
0231	Alternative Schools-GI #	hr.	\$ _____	273	\$ _____

*Other Requirements<sup>2</sup>*

<u>CLIN</u>	<u>Description</u>	<u>Price Per CLIN Item Listed Below</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0232	Vehicle Acquisition/Maintenance (Section C.3)	\$ _____ (per vehicle)	16	\$ _____
0233	Random On-going Drug Testing (25% of employees/year) (Section C.3)	\$ _____ (Per employee)		\$ _____
0234	Continuing Professional Training (Section C.9.6)	\$ _____ (Per employee)		\$ _____

<sup>2</sup> CLINS 0232, 0233 and 0234 are for cost information purposes only. The costs for these items are to be both listed here and included in the Contractor's fully-loaded rates.

\*GI - Guard I  
\*GII- Guard II  
# - See Attachment J.1 for locations

Section B  
Consolidated Pricing

**OPTION YEAR 3**  
*Year Round - Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0301	Project Mgr. (Section C.5) (1)	hr.	\$ _____	1,920	\$ _____
0303	Asst. Project Mgr. (2) (Section C.5)	hr.	\$ _____	3,840	\$ _____
0303	Cluster Supervisor (8) (Section C.5, 3 Day, 1 Night/Shift and crossover in between guard post shifts)	hr.	\$ _____	15,360	\$ _____
0304	Admin. Coordinator (1) (Section C.5)	hr.	\$ _____	1,920	\$ _____
0305	Admin. Assistant (2) (Section C.5)	hr.	\$ _____	3,840	\$ _____
0306	DCPS Admin. Facilities-GI* #	hr.	\$ _____	9,600	\$ _____
0307	Gang Unit (Section C.5)	hr.	\$ _____	7,680	\$ _____
0308	S.A.V.E. Team (Section C.5)	hr.	\$ _____	7,680	\$ _____

\*GI - Guard I

\*GII- Guard II

# - See Attachment J.1 for locations

POFA-2004-R-0004-5  
Section B  
Consolidated Pricing

*Year Round – Special Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0309	DCPS Transportation Facilities-GI* (24 hours/day) #	hr.	\$ _____	35,040	\$ _____

*School Year – Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0310A	Education Centers-GI #	hr.	\$ _____	19,968	\$ _____
0310B	Education Centers-GII** #	hr.	\$ _____	3,072	\$ _____
0311	Elementary Schools-GI #	hr.	\$ _____	158,208	\$ _____
0312	Special Education (G1)	hr.	\$ _____	7,680	\$ _____
0313A	Middle Schools-GI* #	hr.	\$ _____	47,616	\$ _____
0313B	Middle Schools-GII** #	hr.	\$ _____	4,608	\$ _____
0314A	Junior High Schools-GI #	hr.	\$ _____	35,328	\$ _____
0314B	Junior High Schools-GII #	hr.	\$ _____	6,144	\$ _____
0315A	Senior High Schools-GI #	hr.	\$ _____	138,240	\$ _____
0315B	Senior High Schools-GII #	hr.	\$ _____	32,256	\$ _____
0316	STAY-GI#	hr.	\$ _____	6,144	\$ _____
0317	Alternative Schools-GI #	hr.	\$ _____	7,680	\$ _____

\*GI - Guard I

\*GII - Guard II

# - See Attachment J.1 for locations

POFA-2004-R-0004-5  
Section B  
Consolidated Pricing

*Summer - Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price-Per-Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0318A	Education Centers-GI #	hr.	\$ _____	1,872	\$ _____
0318B	Education Centers-GII #	hr.	\$ _____	312	\$ _____
0319	Elementary Schools-GI #	hr.	\$ _____	16,068	\$ _____
0320	Special Education-GI #	hr.	\$ _____	624	\$ _____
0321A	Middle Schools-GI	hr.	\$ _____	4,212	\$ _____
0321B	Middle Schools-GII #	hr.	\$ _____	156	\$ _____
0322A	Junior High Schools-GI #	hr.	\$ _____	2,184	\$ _____
0322B	Junior High Schools-GII #	hr.	\$ _____	624	\$ _____
0323A	Senior High Schools-GI #	hr.	\$ _____	972	\$ _____
0323B	Senior High Schools-GII #	hr.	\$ _____	486	\$ _____
0324	Alternative Schools-GI #	hr.	\$ _____	312	\$ _____

\*GI - Guard I

\*GII- Guard II

# - See Attachment J.1 for locations

POFA-2004-R-0004-5  
Section B  
Consolidated Pricing

*Special Activities – Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0325	Education Centers-GI* #	hr.	\$ _____	351	\$ _____
0326	Elementary Schools-GI #	hr.	\$ _____	6,026	\$ _____
0327	School Board # (GI)	hr.	\$ _____	720	\$ _____
0328	Middle Schools-GI #	hr.	\$ _____	3,140	\$ _____
0329	Junior High Schools-GI #	hr.	\$ _____	2,457	\$ _____
0330	Senior High Schools-GI #	hr.	\$ _____	15,912	\$ _____
0331	Alternative Schools-GI #	hr.	\$ _____	273	\$ _____

*Other Requirements<sup>2</sup>*

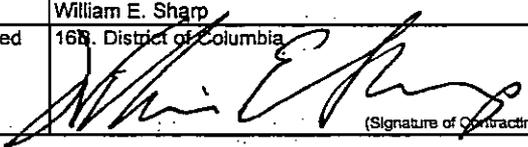
<u>CLIN</u>	<u>Description</u>	<u>Price Per CLIN Item Listed Below</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0332	Vehicle Acquisition/Maintenance (Section C.3)	\$ _____ (per vehicle)	16	\$ _____
0333	Random On-going Drug Testing (25% of employees/year) (Section C.3)	\$ _____ (Per employee)		\$ _____
0334	Continuing Professional Training (Section C.9.6)	\$ _____ (Per employee)		\$ _____

<sup>2</sup> CLINS 0332, 0333 and 0334 are for cost information purposes only. The costs for these items are to be both listed here and included in the Contractor's fully-loaded rates.

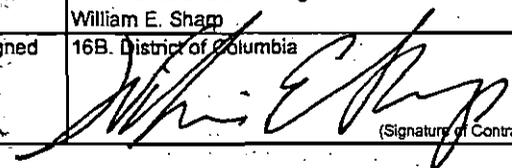
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract Number	Page of Pages 1   2	
2. Amendment/Modification Number Amendment No. 8		3. Effective Date 11/12/2004	4. Requisition/Purchase Request No.		5. Solicitation Caption DCPS Security and Related Services	
6. Issued By: Office of Contracting and Procurement Professional and Human Care Services 441 4th Street, N.W. Suite 700 South Washington, DC 20001			Code	7. Administered By (If other than line 6)		
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)				<input checked="" type="checkbox"/> 9A. Amendment of Solicitation No. POFA-2004-R-0004		
				<input checked="" type="checkbox"/> 9B. Dated (See Item 11) 9/7/2004		
				10A. Modification of Contract/Order No.		
				10B. Dated (See Item 13)		
Code	Facility					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>3</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. Accounting and Appropriation Data (If Required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14						
A. This change order is issued pursuant to: (Specify Authority) The changes set forth in Item 14 are made in the contract/order no. in Item 10A.						
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in Item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3501.2.						
C. This supplemental agreement is entered into pursuant to authority of:						
D. Other (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)  This amendment is issued to modify Section C of the RFP. See continuation sheet.						
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect						
15A. Name and Title of Signer (Type or print)			16A. Name of Contracting Officer William E. Sharp			
15B. Name of Contractor		15C. Date Signed	16B. District of Columbia		16C. Date Signed 11/02/04	
(Signature of person authorized to sign)			(Signature of Contracting Officer)			

The solicitation is hereby amended as follows:

- 
- a. Omit the Section C.8.2. requirement for chest x-ray/tuberculosis skin test. ✓
  - b. Replace the word "authorized" in the requirements of Sections C.5.1.4.4 and C.5.1.4.5 with "eligible." The intent is that employees must meet the higher background check standard, but they do not have to participate in range training and firearm qualifications since they will not be carrying a firearm. ✓
  - c. Replace the word "authorized" in requirements of Sections C.5.1.4.1, C.5.1.3.1 and C.5.1.3.2 with "eligible." The intent is that employees must meet the higher background check standard, but they do not have to participate in range training and firearm qualifications since they will not be carrying a firearm. ✓
  - d. Replace "law enforcement experience" in Section C.5.1.4.1 Cluster Supervisors with "law enforcement, military, or security related experience." ✓
  - e. Replace "law enforcement experience" in Section C.5.1.4.4 Assistant Project Manager (APM) with "law enforcement, military, or security related experience." ✓
  - f. Delete sentence number two in Section C.5.1.4.4. ✓
  - g. Replace "law enforcement experience" in Section C.5.1.4.5 Project Manager (PM) with "law enforcement, military, or security related experience." ✓
  - h. Delete sentence number two in Section C.5.1.4.5. ✓

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. Contract Number	Page of Pages 1   1
2. Amendment/Modification Number Amendment No. 7	3. Effective Date 11/5/2004	4. Requisition/Purchase Request No.		5. Solicitation Caption DCPS Security and Related Services
6. Issued By: Office of Contracting and Procurement Professional and Human Care Services 441 4th Street, N.W. Suite 700 South Washington, DC 20001		Code	7. Administered By (if other than line 6)	
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)			<input checked="" type="checkbox"/>	9A. Amendment of Solicitation No. POFA-2004-R-0004
			<input checked="" type="checkbox"/>	9B. Dated (See Item 11) 9/7/2004
				10A. Modification of Contract/Order No.
				10B. Dated (See Item 13)
Code	Facility			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning <u>3</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED, MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. Accounting and Appropriation Data (if Required)				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14</b>				
A. This change order is issued pursuant to: (Specify Authority) The changes set forth in Item 14 are made in the contract/order no. in item 10A.				
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation, date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.				
C. This supplemental agreement is entered into pursuant to authority of:				
D. Other (Specify type of modification and authority):				
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)  This amendment is issued to modify Section C of the RFP.  Section C.6.1(e.) is deleted in its entirety and replaced with the following: "Project Manager, Assistant Project Manager, Cluster Supervisors, Gang and SAVE unit members, and Supervisory Special Police Officers must possess a valid driver's license and be able to operate a motor vehicle. The employee shall not have had a driver's license suspension or conviction for a DUI (Driving Under the Influence) type of offense within the past three (3) years." ✓				
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect				
15A. Name and Title of Signer (Type or print)		16A. Name of Contracting Officer William E. Sharp		
15B. Name of Contractor	15C. Date Signed	16B. District of Columbia	16C. Date Signed	
(Signature of person authorized to sign)			11/5/04	
		(Signature of Contracting Officer)		

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. Contract Number	Page of Pages 1   1	
2. Amendment/Modification Number Amendment No. 6		3. Effective Date 10/29/2004	4. Requisition/Purchase Request No.	5. Solicitation Caption DCPS Security and Related Services	
6. Issued By: Office of Contracting and Procurement Professional and Human Care Services 441 4th Street, N.W. Suite 700 South Washington, DC 20001		Code	7. Administered By (If other than line 6)		
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)			(X) 9A. Amendment of Solicitation No. POFA-2004-R-0004	9B. Dated (See Item 11) 9/7/2004	
			10A. Modification of Contract/Order No.		
			10B. Dated (See Item 13)		
Code	Facility				
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>10</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. Accounting and Appropriation Data (If Required)					
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14</b>					
A. This change order is issued pursuant to: (Specify Authority) The changes set forth in Item 14 are made in the contract/order no. in item 10A.					
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.					
C. This supplemental agreement is entered into pursuant to authority of:					
D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)  The time and date for receipt of written responses to the clarification letter request of October 22, 2004 and Amendment 5 is hereby extended to November 2, 2004 at 10:00 a.m.					
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect					
15A. Name and Title of Signer (Type or print)			16A. Name of Contracting Officer William E. Sharp		
15B. Name of Contractor		15C. Date Signed	16B. District of Columbia		16C. Date Signed 10/29/04
(Signature of person authorized to sign)			(Signature of Contracting Officer)		

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. Contract Number	Page of Pages 1 11	
2. Amendment/Modification Number Amendment No. 5		3. Effective Date 10/22/2004	4. Requisition/Purchase Request No.		5. Solicitation Caption DCPS Security and Related Services
6. Issued By: Office of Contracting and Procurement Professional and Human Care Services 441-4th Street, N.W.-Suite 700 South Washington, DC 20001		Code	7. Administered By (if other than line 6)		
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)			(X)	9A. Amendment of Solicitation No. FOFA-2004-R-0004	
			x	9B. Dated (See Item 11) 9/7/2004	
				10A. Modification of Contract/Order No.	
				10B. Dated (See Item 13)	
Code	Facility				
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<p>The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>3</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. Accounting and Appropriation Data (If Required)					
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14</b>					
A. This change order is issued pursuant to: (Specify Authority) The changes set forth in Item 14 are made in the contract/order no. in Item 10A.					
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in Item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.					
C. This supplemental agreement is entered into pursuant to authority of:					
D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)  This amendment is issued to modify Sections B and C and Attachment J-8 of the RFP. See continuation sheets.					
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect					
15A. Name and Title of Signer (Type or print)			16A. Name of Contracting Officer William E. Shapp		
15B. Name of Contractor  (Signature of person authorized to sign)		15C. Date Signed	16B. District of Columbia  (Signature of Contracting Officer)		16C. Date Signed 10/22/04

The solicitation is hereby amended as follows:

1. Delete Section B in its entirety and replace with new Section B.

Explanation of changes to Section B:

- a. Heading of Section B has been changed from: "SERVICES AND PRICE" to: "SERVICES AND PRICES".
- b. Explanatory text has been added to "Other Requirements"
- c. Section "B" heading has been changed to read: BASE PERIOD (Thirty Months or Two and One-Half Years)
- d. CLINS 0003, 0103 and 0203, have been reduced from 8,640 hours to 7,680 hours. The following text has been added after 3 Day, 1 Night/Shift Crossover.
- e. Old CLINS 0008, 0108 and 0208, FSO/Alarm Monitors have been deleted.
- f. Reduced quantity of old CLINS 0019, 0119 and 0219 from 9 to 6 Vehicles.
- g. Old CLINS 0018, 0118, 0218 Uniforms and old CLINS 0023, 0123, 0223 Audit Requirements have been deleted.
- h. Old CLINS 0020, 0120 and 0220 Weapons have been deleted.
- i. Old CLIN 0024 Incident Reporting System has been deleted.
- j. Option Year 3 has been deleted in its entirety.
- k. CLINS have been renumbered to reflect the effect of deleting CLINS.
- l. The Section reference for CLINS 0019, 0119, 0219 has been changed to C.9.6. The description has been changed to "Continuing Professional Training."
- m. New CLINS 0018, 0118, and 0218 description has been changed to "Random On-going Drug Testing (25% of employees/year) (Section C.3)"

2. Section C is modified as follows: C.2.6 delete the language and insert: "The contractor shall provide data input, quality control and report generation services on the DCPS incident reporting system and provide reports as detailed in Section F 'Deliverables' (see Section C.17.5)." Section C.5.1.3.3 Facility Security Officer (FSO) is deleted in its entirety. Sections C.12.4 and C.15.1 are modified to add the words: "DCPS will provide fuel for vehicles provided by the contractor."

3. Attachment J-8 is modified to add Appendix 1, Suggested Format for Fully Loaded Hourly Rates.

*Does not apply to contract document*

**SECTION B**

**SERVICES AND PRICES**

- B.1** The District of Columbia Government, Office of Contracting Procurement (OCP), on behalf of the Metropolitan Police Department (MPD), is seeking a contractor to provide all trained labor, management, supervision, uniforms, supplies and equipment necessary to provide school security services to the District of Columbia Public Schools (DCPS) in accordance with Section C at the facilities listed in Attachment J.1.
- B.2** The District contemplates award of one (1) Indefinite Delivery Indefinite Quantity (IDIQ) contract based on fixed unit prices set forth below.
- B.3** The term of the contract shall be for a period of approximately thirty months (30) from date of award until June 30, 2007, as specified on page one (1) of contract. Offerors must quote unit prices on each item within each group for the base and option years. Offerors must also submit prices for all items listed in the "Other Requirements" portion of Section B.

**BASE PERIOD (THIRTY MONTHS/TWO AND ONE-HALF YEARS)**

*Year Round - Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0001	Project Mgr. (Section C.5)	hr.	\$ _____	1,920	\$ _____
0002	Asst. Project Mgr. (Section C.5)	hr.	\$ _____	1,920	\$ _____
0003	Cluster Supervisor (Section C.5, 3 Day, 1 Night Shift and crossover in between guard post shifts)	hr.	\$ _____	7,680	\$ _____
0004	Admin. Coordinator (Section C.5)	hr.	\$ _____	1,920	\$ _____

Solicitation No. POFA-2004-R-0004  
**D.C. PUBLIC SCHOOLS SECURITY AND RELATED SERVICES**

0005	Admin. Assistant (Section C.5)	hr.	\$ _____	1,920	\$ _____
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0006	DCPS Admin. Facilities-GI* #	hr.	\$ _____	9,600	\$ _____
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*Year Round – Special Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0007	DCPS Transportation Facilities-GI* (24 hours/day) #	hr.	\$ _____	35,040	\$ _____

*School Year – Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0008A	Education Centers-GI #	hr.	\$ _____	19,968	\$ _____
0008B	Education Centers-GII** #	hr.	\$ _____	3,072	\$ _____
0009	Elementary Schools-GI #	hr.	\$ _____	158,208	\$ _____
0010	Special Education-GI #	hr.	\$ _____	7,680	\$ _____

*Summer – Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0011A	Education Centers-GI #	hr.	\$ _____	1,872	\$ _____
0011B	Education Centers-GII #	hr.	\$ _____	312	\$ _____

\* GI – Guard I  
 # - See Attachment J.1 For Locations and Hours  
 \*\* GII – Guard II

Solicitation No. POFA-2004-R-0004  
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0012	Elementary Schools-GI #	hr.	\$ _____	16,068	\$ _____
0013	Special Education-GI #	hr.	\$ _____	624	\$ _____

*Special Activities – Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0014	Education Centers-GI* #	hr.	\$ _____	351	\$ _____
0015	Elementary Schools-GI #	hr.	\$ _____	6,026	\$ _____
0016	School Board #	hr.	\$ _____	720	\$ _____

*Other Requirements<sup>2</sup>*

<u>CLIN</u>	<u>Description</u>	<u>Price Per CLIN Item Listed Below</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0017	Vehicle Acquisition/Maintenance(per vehicle) (Section C.3)	\$ _____	6 <i>Note Change</i>	\$ _____
0018	Random On-going Drug Testing (25% of employees/year) (Section C.3)	\$ _____ Per Employee		\$ _____
0019	Continuing Professional Training (Section C.9.6)	\$ _____ (Per employee)		\$ _____

<sup>2</sup> CLINS 0017, 0018 and 0019 are for cost comparative purposes only. Contractor is required to provide the items listed as set forth in the contract. The costs for these items are to be both listed here and included in the Contractor's fully-loaded rates as applicable. See new attachment J.8 Appendix 1.

\* GI – Guard I  
 # - See Attachment J.1 For Locations and Hours

**OPTION YEAR 1**

*Year Round – Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0101	Project Mgr. (Section C.5)	hr.	\$ _____	1,920	\$ _____
0102	Asst. Project Mgr. (Section C.5)	hr.	\$ _____	1,920	\$ _____
0103	Cluster Supervisor (Section C.5, 3 Day, 1 Night Shift and crossover in between guard post shifts)	hr.	\$ _____	7,680	\$ _____
0104	Admin. Coordinator (Section C.5)	hr.	\$ _____	1,920	\$ _____
0105	Admin. Assistant (Section C.5)	hr.	\$ _____	1,920	\$ _____
0106	DCPS Admin. Facilities-GI* #	hr.	\$ _____	9,600	\$ _____

*Year Round – Special Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0107	DCPS Transportation Facilities-GI (24 hours/day) #	hr.	\$ _____	35,040	\$ _____

*School Year – Regular Hours.*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0108A	Education Centers-GI* #	hr.	\$ _____	19,968	\$ _____

\* GI - Guard I

# - See Attachment J.1 For Locations and Hours

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0108B	Education Centers-GII** #	hr.	\$ _____	3,072	\$ _____
0109	Elementary Schools-GI #	hr.	\$ _____	158,208	\$ _____
0110	Special Education-GI #	hr.	\$ _____	7,680	\$ _____

*Summer – Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0111A	Education Centers-GI #	hr.	\$ _____	1,872	\$ _____
0111B	Education Centers-GII #	hr.	\$ _____	312	\$ _____
0112	Elementary Schools-GI #	hr.	\$ _____	16,068	\$ _____
0113	Special Education-GI #	hr.	\$ _____	624	\$ _____

*Special Activities – Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0114	Education Centers-GI #	hr.	\$ _____	351	\$ _____
0115	Elementary Schools-GI #	hr.	\$ _____	6,026	\$ _____
0116	School Board #	hr.	\$ _____	720	\$ _____

• GI – Guard I  
 \*\* GII – Guard II  
 # - See Attachment J.1 For Locations  
 \* See Attachment J.1 For Locations and Hours

Solicitation No. POFA-2004-R-0004  
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*Other Requirements<sup>2</sup>*

<u>CLIN</u>	<u>Description</u>	<u>Price Per CLIN Item Listed Below</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0117	Vehicle Acquisition/Maintenance(per vehicle) (Section C.3)	\$ _____	6 Note Change	\$ _____
0118	Random On-going Drug Testing (for 25% of employees/year) (Section C.3)	\$ _____ Per Employee		\$ _____
0119	Continuing Professional Training (Section C.9.6)	\$ _____ (Per employee)		\$ _____

<sup>2</sup> CLINS 0117, 0118 and 0119 are for cost comparative purposes only. Contractor is required to provide the items listed as set forth in the contract. The costs for these items are to be both listed here and included in the Contractor's fully-loaded rates as applicable. See new attachment J.8 Appendix 1.

**OPTION YEAR 2**

*Year Round – Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0201	Project Mgr. (Section C.5)	hr.	\$ _____	1,920	\$ _____
0202	Asst. Project Mgr. (Section C.5)	hr.	\$ _____	1,920	\$ _____
0203	Cluster Supervisor (Section C.5, 3 Day, 1 Night Shift and crossover in between guard post shifts)	hr.	\$ _____	7,680	\$ _____
0204	Admin. Coordinator (Section C.5)	hr.	\$ _____	1,920	\$ _____
0205	Admin. Assistant (Section C.5)	hr.	\$ _____	1,920	\$ _____

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0206	DCPS Admin. Facilities-GI #	hr.	\$ _____	9,600	\$ _____
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*Year Round – Special Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0207	DCPS Transportation Facilities-GI (24 hours/day) #	hr.	\$ _____	35,040	\$ _____

*School Year – Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0208A	Education Centers-GI #	hr.	\$ _____	19,968	\$ _____
0208B	Education Centers-GII** #	hr.	\$ _____	3,072	\$ _____
0209	Elementary Schools-GI #	hr.	\$ _____	158,208	\$ _____
0210	Special Education-GI #	hr.	\$ _____	7,680	\$ _____

*Summer – Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0211A	Education Centers-GI #	hr.	\$ _____	1,872	\$ _____
0211B	Education Centers-GII #	hr.	\$ _____	312	\$ _____
0212	Elementary Schools-GI #	hr.	\$ _____	16,068	\$ _____

\* GI – Guard I  
# - See Attachment J.1 For Locations and Hours  
\*\* GII – Guard II

Solicitation No. POFA-2004-R-0004  
**D.C. PUBLIC SCHOOLS SECURITY AND RELATED SERVICES**

0213	Special Education-GI #	hr.	\$ _____	624	\$ _____
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*Special Activities – Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0214	Education Centers-GI #	hr.	\$ _____	351	\$ _____
0215	Elementary Schools-GI #	hr.	\$ _____	6,026	\$ _____
0216	School Board #	hr.	\$ _____	720	\$ _____

*Other Requirements<sup>2</sup>*

<u>CLIN</u>	<u>Description</u>	<u>Price Per CLIN Item Listed Below</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0217	Vehicle Acquisition/Maintenance (per vehicle) (Section C.3)	\$ _____	6 Note Change	\$ _____
0218	Random On-going Drug Testing (for 25% of employees/year) (Section C.3)	\$ _____ Per Employee		\$ _____
0219	Continuing Professional Training (Section C.9.6)	\$ _____ (Per employee)		\$ _____

<sup>2</sup> CLINS 0217, 0218 and 0219 are for cost comparative purposes only. Contractor is required to provide the items listed as set forth in the contract. The costs for these items are to be both listed here and included in the Contractor's fully-loaded rates as applicable. See new attachment J.8 Appendix 1.

\* GI – Guard I  
 # - See Attachment J.1 For Locations

**SUGGESTED FORMAT: FULLY-LOADED HOURLY RATES - Att. J.8 Appendix 1**

Note: In developing their hourly rates, Contractors should distinguish between employees who qualify for and earn fringe benefits, and those who do not. The Contractor's personnel policies and practices should guide them. Similarly, contractor's rates should reflect overtime expenses actually paid to employees, and not weekend, holiday and nighttime hours covered under the contract.

**Direct Labor Expense:**

Base Labor Wage Paid to Employees		XXXXXX
Est. Overtime and Bonus Compensation Paid: (If any, denote separately)		XXXXXX
Fringe Benefits Costs to include:		
- FICA, SUTA, FUTA	XXX.	
- Accrued Health Insurance	XXX.	
- Health and Welfare	XXX.	
- Workers Compensation Ins.	XXX.	
- Other Accrued Employer-Subsidized Insurance (Provide detail)	XXX.	
- Accrued Retirement Benefits	XXX.	
- Accrued Vacation/Sick Leave	XXX.	
- Other Employee Benefits (Provide detail)	XXX.	
<b>Subtotal: Direct Labor Expense:</b>		<b>XXXXXX</b>

**Other Direct Contract Costs - Continuous**

Cost of Uniforms Provided to Employees	Section C.14	XXX.	
Vehicle Acquisition/Maintenance - Excluding Fuel	Section C.3, C.12.4, C.15	XXX.	
Random On-going Drug Testing (for 25% of employees per year)	Section C.3	XXX.	
Continuing Professional Training	Section C.9.6	XXX.	
Personnel/Other Audit Requirements (2 per year)	Section C.24.3	XXX.	
<b>Subtotal: Other Direct Contract Costs:</b>			<b>XXXXXX</b>

**Other Direct Contract Costs**

Pre-Employment Drug Testing*	XXX.	
Pre-Employment Training Provided*	XXX.	
Office Supplies & Equipment	XXX.	
<b>Subtotal:</b>		<b>XXXXXX</b>

\* Some contractors include this within Overhead or G&A Expense

**Overhead and General and Administrative Expense:**

Accounting/Financial Audit	XXX.	
Corporate Management	XXX.	
Corporate Rent, Utilities, Maintenance	XXX.	
Corporate Taxes	XXX.	
Human Resources	XXX.	
Legal Expense	XXX.	
<b>Subtotal:</b>		<b>XXXXXX</b>

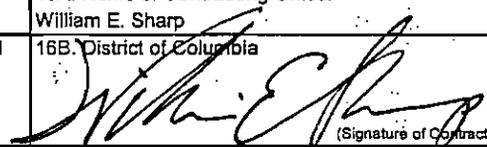
**Proposed Profit or Markup over Costs:**

XXXXX

**Total:**

XXXXX

The above costs are for illustrative purposes only, and are neither definitive nor complete. Contractors should use this basic format and provide greater detail. In all cases, the Contractor's hourly rates should be fully-loaded; inclusive of any and all costs (plus profit) the Contractor incurs necessary to meet the contract requirements.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. Contract Number	Page of Pages 1   3	
2. Amendment/Modification Number Amendment No. 4		3. Effective Date 10/6/2004		4. Requisition/Purchase Request No.	
5. Solicitation Caption DCPS Security and Related Services		6. Issued By: Office of Contracting and Procurement Professional and Human Care Services 441 4th Street, N.W., Suite 700 South Washington, DC 20001			
7. Administered By (If other than line 6)		Code			
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)		Code		Facility	
		<input checked="" type="checkbox"/> 9A. Amendment of Solicitation No. POFA-2004-R-0004			
		<input checked="" type="checkbox"/> 9B. Dated (See Item 11) 9/7/2004			
		10A. Modification of Contract/Order No.			
		10B. Dated (See Item 13)			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<p>The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>9</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. Accounting and Appropriation Data (If Required)					
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14</b>					
A. This change order is issued pursuant to: (Specify Authority) The changes set forth in Item 14 are made in the contract/order no. in Item 10A.					
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.					
C. This supplemental agreement is entered into pursuant to authority of:					
D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)  This amendment is issued to modify Sections C and E of the RFP. See continuation sheets.					
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect					
15A. Name and Title of Signer (Type or print)			16A. Name of Contracting Officer William E. Sharp		
15B. Name of Contractor		15C. Date Signed		16B. District of Columbia	
(Signature of person authorized to sign)				16C. Date Signed 10/6/04	
				(Signature of Contracting Officer)	

The solicitation is hereby amended as follows:

1. Section C is modified to add C.9.11 as follows: "C.9.11 Contractor is required to certify that all employees on the contract have had the Basic Training prior to assignment to this contract. In addition, the Contractor will provide at their own expense, an 8-hour "refresher course" that includes Conduct on Duty, Ethics, Alarm and Video Monitoring, Patrol Techniques, Magnetometer, X-Ray Machine and Screening, and Use of Force, for all employees before assignment to this contract. A short presentation by MPD will be included in this one-day training.

Within two weeks of the January 8 start date, the Contractor is required to test all employees on the content of the lesson plans for Basic Training and their ability to apply this knowledge. The test will be developed and administered by an independent consultant (to be selected jointly by the Contractor and the MPD) at the expense of the Contractor. The test will be approved by the MPD, which also may proctor the administration of the test to ensure the integrity of the testing process.

Individuals who fail the test will be required to retake the Basic Training within 60 days of their testing failure date, and (within this 60 day period) be retested by the independent testing consultant. Failure to pass the test after retaking the Basic Training curriculum will render the individual ineligible to work on the contract.

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

2. Section C is modified to add new language to the end of C.3.18 as follows: "Contractor shall be responsible and accountable for ensuring that equipment supplied by the District for the performance of this contract is operational. For equipment that is not operational, the contractor is responsible for: 1) taking minimal measures to make the equipment operational such as, for example, installing batteries in equipment; 2) having carried out all procedures prescribed by the MPD for requesting and obtaining corrective action from DCPS; and 3) reporting to the MPD COTR any failure by DCPS to respond to requests to make such equipment operational. The contractor shall also be responsible for requesting replacement equipment as soon as it is found to be irreparable or unserviceable within an established time frame. The Contractor may be required to pick up and install certain smaller components, such as batteries and walk-through metal detector replacement panels.

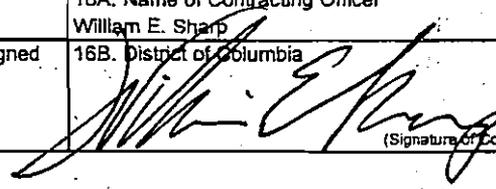
New equipment purchased by the contractor, with the prior approval of MPD (see Section C.14.1), to fill gaps in DCPS's inventory shall be charged at cost as a direct expense plus no more than a 2% handling charge. MPD will have an agreement with DCPS for reimbursement for additional equipment purchased.

~~See Section C.3.18.~~

3. Section E is modified to add E.4 as follows: "SROs will have "auditing and correction authority" over contractor personnel. Auditing authority is the authority to direct (or prevent) someone from taking (or not taking) an action that is inconsistent with established standards (e.g., the Security Manual and Post Orders) in order to maintain the quality of contractual performance, processes and services. The auditor, i.e., the MPD member with auditing authority, will inspect the work of the contractor's personnel to ensure that the performance of the services is in accordance with established procedures and guidance. If the auditor decides that the work being inspected is not within established procedures and guidance, the auditor is required to instruct and direct the person doing the work to perform the work in accordance with the Security Manual and Post Orders. If the person being audited disagrees with a determination that the work is not within established procedures and guidance and does not bring the work within such standards as judged by the auditor, then the auditor must refer the issue to his/her supervisor, and the contractual security personnel may do the same.

The principal remains in charge of their assigned school and will have "prescribing authority" over contractor personnel in the schools on matters relating to the security needs of the school. The principal will exercise this authority in collaboration with the SRO or SRO Sergeant on site. Prescribing authority means that the prescriber has the authority to direct contractor personnel to perform a specific school security related task and that person must do it (and raise questions afterwards with his/her manager if he or she is dissatisfied with the direction). A principal's prescribing authority will allow the principal to direct security personnel to staff posts based on urgent security needs. Limits to this authority will be defined in a Memorandum of Understanding between the MPD and DCPS.

The principal or administrator in charge will be accountable for activating the school's emergency response procedures in an emergency situation and will have the authority to direct security personnel. Police personnel will take police action when required.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. Contract Number	Page of Pages 1 8
2. Amendment/Modification Number Amendment No. 3		3. Effective Date 9/24/2004	4. Requisition/Purchase Request No.	5. Solicitation Caption DCPS Security and Related Services
6. Issued By: Office of Contracting and Procurement Professional and Human Care Services 441 4th Street, N.W. Suite 700 South Washington, DC 20001		Code	7. Administered By (If other than line 6)	
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)			(X) 9A. Amendment of Solicitation No. POFA-2004-R-0004	
			x 9B. Dated (See Item 11) 9/7/2004	
			10A. Modification of Contract/Order No.	
			10B. Dated (See Item 13)	
Code	Facility			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>9</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. Accounting and Appropriation Data (If Required)				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14</b>				
A. This change order is issued pursuant to: (Specify Authority) The changes set forth in Item 14 are made in the contract/order no. in Item 10A.				
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.				
C. This supplemental agreement is entered into pursuant to authority of:				
D. Other (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)  This amendment is issued to publish pre-proposal questions and answers. See continuation sheets.				
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect				
15A. Name and Title of Signer (Type or print)			16A. Name of Contracting Officer William E. Sharp	
15B. Name of Contractor		15C. Date Signed	16B. District of Columbia	16C. Date Signed
(Signature of person authorized to sign)				9/24/04
			(Signature of Contracting Officer)	

School Security Pre-proposal Conference Questions and Answers

---

1.

**Q. Regarding section B on both RFPs: The base term is stated as two years but the hours shown on the schedule represent one year's requirement. Why?**

**A. We recognize that. A footnote was omitted on the final version. The base period has been changed to thirty months on the current version of the RFP and an amendment will advise that the hours shown are annual and should be multiplied by a factor of 2.5 to calculate the hours required for the thirty month base period.**

2.

**Q. How are the after school program hours to be billed?**

**A. They are to be billed as "will call" hours.**

3.

**Q. Who should the contractor listen to in terms of direction/tasking?**

**A. The contractor is to take direction from the MPD COTR. When the DCPS has need for additional services they will notify MPD of the requirement and the COTR will in turn notify the contractor of the requirement. Exceptions to this are spelled out under Question Number 26.**

4.

**Q. The contractor is required to turn over equipment to the MPD at the end of the contract. Does this mean all of the equipment or just some of it?**

**A. If equipment was purchased for the performance of the contract, it becomes the property of MPD at the end of the contract and must be turned over.**

5.

**Q. Why are there two separate RFPs for school security? Will there be a single award to one contractor if one contractor wins both RFPs? If one contractor wins both is there a need for two contracts or just one? Would you still require PMs and APMs for each group of schools?**

**A. We split the requirement to allow more LSDBEs to participate. If an award to the same contractor is made for each contract, we will eliminate by negotiation, duplicative (management and supervisory) personnel.**

6.

**Q. Do we have to provide training lesson plans with our proposals? Most security contractors hire outside companies to conduct training.**

**A. Yes, your proposed lesson plan must be included with your proposal. See Section C.9.1.**

7.

**Q. As the incumbent we have been asked by DCPS to do out of scope work. How will such requests be handled in the future?**

**A. The future contractor will be responsible to MPD. If DCPS requests "out of scope" work be performed, DCPS is responsible for notifying MPD. Because of the new MPD participation, it is acknowledged that this will require some work-through by the parties.**

8.

**Q. DCPS did not want part-time employees working on the contract; will that change with the new contract(s)?**

**A. MPD/OCP understands there will be some need for part-time employees, however, the contract shall be performed substantially by full-time employees.**

9.

**Q. When does OCP anticipate awarding the contract(s)?**

**A. The contract(s) will be awarded sometime between mid-November and mid-December 2004. Performance begins on January 8, 2005.**

10.

**Q. Can you elaborate on the requirement for the contractor to repair and/or replace equipment used in performance of the contract(s)?**

**A. Please see answer to Question Number 27.**

11.

**Q. Will there be one or two COTRs?**

**A. There will be a COTR for each contract awarded.**

12.

Q. Will the COTRs be DCPS or MPD employees?

A. MPD only.

---

13.

Q. Will the contract be managed by MPD or DCPS? Who do we listen to?

A. MPD is the contract manager. Some of the current DCPS personnel will transfer to MPD to work on the contract.

14.

Q. Will there be just one Director of Security?

A. Yes, the position will be the MPD Director of School Security.

15.

Q. Will the COTRs and the Director of Security work together?

A. Yes, the COTRs and Security Director will collaborate to ensure contract performance.

16.

Q. What will the invoice payment cycle be; will it be determined by each school principal?

A. MPD follows the District payment policy. Contractors are required to submit invoices within thirty days of delivery of supplies or services. Proper invoices are paid thirty days after receipt.

17.

Q. For prompt payment purposes when does the thirty days start?

A. At the time of receipt of a proper invoice, which means an invoice that has been received and approved for payment.

18.

Q. How long does the invoice-approving official have to approve the invoice?

A. The time allowed is not in stone. This is the COTR's job. There is no record of invoices languishing in MPD.

19.

**Q. What will be the role of the Protective Services Division in the new contract(s)?**

**A. Once PSD personnel have been transferred to the MPD, they may have a role in monitoring the school security contract.**

20.

**Q. The RFPs require forty-seven hours of basic training. We currently provide 114 hours of basic training to our guards. Will you be assessing the value of our training during proposal evaluation?**

**A. Yes, remember, 75% of the points available are on the technical portion of your offer; price is only 25%. We understand and practice best value contracting. See Section M.5.3.**

21.

**Q. With respect to expenses, specifically vehicles, who provides the gasoline?**

**A. The Contractor will provide the gasoline.**

22.

**Q. In case of Terrorist attack whose guidance do we follow?**

**A. MPD goes under the U.S. Department of Homeland Security's National Incident Management System process. FBI takes control in a terrorist attack.**

23.

**Q. How much time will we be allowed for recruiting between award and start dates?**

**A. According to the current schedule, proposals are received October 7. Individual evaluation and then negotiations will begin immediately thereafter. It is conceivable that proposed awardees could be determined by early-mid November. Performance under the new contracts will begin January 8, 2005.**

24.

**Q. Is it safe to assume that employees that have already been trained will have to be retrained?**

---

**A. See answer to Question Number 25. In addition to Basic Training, all employees must receive 40 hours of supplemental training. Supervisors and SROs who carry firearms also have additional training requirements.**

25.

**Q. Does the Contractor have to provide the currently mandated 47 hours of Basic Training to employees, if they have received this training before employment on this new contract? In addition, can the Contractor have 60, 90, or 120 days to fulfill the training requirement, given that the present timetable only provides the Contractor with 21 days between contract award and start of work?**

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

**Within two weeks of the start of work, the Contractor is required to test all employees on the content of the lesson plans for Basic Training and their ability to apply this knowledge. The test will be developed and administered by an independent consultant (to be selected jointly by the Contractor and the MPD) at the expense of the Contractor. The test will be approved by the MPD, which also may proctor the administration of the test to ensure the integrity of the testing process.**

**Individuals who fail the test will be required to get the Basic Training within 60 days of start of work on the contract, and be retested by the independent testing consultant. Failure to pass the test after Basic Training will render the individual ineligible to work on the contract.**

**The Contractor will be required to develop a training matrix to ensure that coverage is adequate at all schools and that high-risk schools are fully covered. Contractor is expected to maximize teacher in-service days or other days when school is not in session for security officer training.**

**Q. What authority will the SRO on site have over the contract personnel, particularly when they observe violations of the security orders or potentially dangerous situations? During a major incident, what are the command responsibilities of police officers on the scene and school administration on the scene, and who has authority over the contractual personnel? Currently, the MPD does not have an emergency response plan that takes into account MPD's responsibility for school safety.**

**A. SROs will have "auditing authority" over the security guards. Auditing authority is the authority to stop someone from doing something in order to keep the quality of processes and services up to standards. An MPD member with auditing authority will inspect the work of the contractual security personnel to ensure the work is in accord with pre-established procedures. If the auditor decides that the work being inspected is outside standards, he/she is required to instruct the person doing the work to stop and the person will be instructed to conduct the work in accordance with the security manual and post orders. If the person being audited disagrees that the work is outside standards, and does not bring the work within standards as judged by the auditor, then the auditor must refer the issue to his/her supervisor, and the contractual security personnel may do the same.**

**The principal remains in charge of his/her assigned school and will have "prescribing authority" over security personnel working in the schools on matters relating to the security needs of the school. They will do this in collaboration with the SRO or SRO Sergeant on site. Prescribing authority means that the prescriber has the authority to tell someone else to do something and that person must do it (and raise questions afterwards with his/her manager if he or she is dissatisfied with the direction). The person with the prescribing authority should have greater expertise in the matter at hand than the responder, and should also operate within limits such as the law, organizational policies, rules, and regulations, established custom and practice, the given resources and prescribed methods, and the specified output standards. A principal's prescribing authority will allow the principal to direct security personnel to staff posts based on urgent security needs. Limits to this authority will be defined in a Memorandum of Understanding between the MPD and DCPS.**

**The principal or administrator in charge will be accountable for activating the school's emergency response procedures in an emergency crisis situation and will have the authority to direct security personnel. Police personnel will take police action when required.**

27.

**Q. What is the Contractor going to be responsible for with regard to ensuring that the security equipment is in working order? Currently, DCPS has the maintenance contract and the personnel, but the RFP states the Contractor will be responsible for maintaining equipment while in their possession.**

**A. Contractor shall be accountable for ensuring that equipment is in working order, AND for having carried out all procedures prescribed by the MPD for requesting and obtaining corrective action from DCPS and for reporting to the MPD COTR any lack of response by DCPS. In addition, the Contractor shall be accountable for requesting replacement equipment as soon as it is found to be unserviceable within an established time frame. Finally, the Contractor may be required to pick up and install certain smaller components, such as batteries and walk-through metal detector replacement panels.**

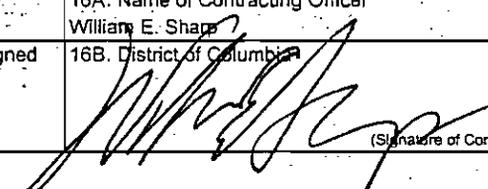
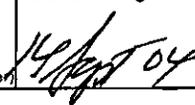
**New equipment purchased by the contractor and approved by MPD to fill gaps in DCPS's inventory shall be charged as a direct expense, plus no more than 2% handling charge. MPD will have an agreement with DCPS for reimbursement for additional equipment purchased. See Section 3.18.**

28.

**Q. One example of the numerous issues to be ironed out with DCPS is MPD's position when DCPS asks for the same guards who work in the schools during the day to be available on overtime for evening and weekend events. MPD has written the RFP with the intention of reducing overtime.**

**A. Contractor shall submit with their proposal a plan for addressing staffing requirements with a minimum use of overtime. Contractor shall charge overtime as a direct expense plus fringe costs only on the overtime portion of the expense and the contractor shall obtain pre-approval for overtime from the MPD COTR.**

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. Contract Number	Page of Pages 1   1
2. Amendment/Modification Number Amendment No. 2	3. Effective Date 9/22/2004	4. Requisition/Purchase Request No.	5. Solicitation Caption DCPS Security and Related Services	
Issued By: Office of Contracting and Procurement Professional and Human Care Services 441 4th Street, N.W. Suite 700 South Washington, DC 20001		7. Administered By (If other than line 6)		
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)		(X) 9A. Amendment of Solicitation No. POFA-2004-R-0004	9B. Dated (See Item 11) 9/7/2004	
Code		10A. Modification of Contract/Order No.		
Facility		10B. Dated (See Item 13)		
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>9</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. Accounting and Appropriation Data (If Required)				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14</b>				
A. This change order is issued pursuant to: (Specify Authority) The changes set forth in Item 14 are made in the contract/order no. in item 10A.				
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.				
C. This supplemental agreement is entered into pursuant to authority of:				
D. Other (Specify type of modification and authority)				
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return <u>9</u> copies to the issuing office.				
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)  This amendment is issued to make the following changes:  1. Section B Services and Price is modified to add paragraph B.4 as follows: "B.4 :Hours listed in the Estimated Quantity (EQ) category below are estimates for annual hours. For calculation of the Not to Exceed Total Price, multiply the number in the column by 2.5 (specifically, 30 months equals 2 and 1/2 years)." The Base Period is changed from: "Two Years" to: "Thirty Months."  2. The Hour in block 9. on page 1 of the Solicitation is changed from: "2:00 a.m." to: "2:00 p.m." ✓				
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect				
15A. Name and Title of Signer (Type or print)		16A. Name of Contracting Officer William E. Sharp		
15B. Name of Contractor	15C. Date Signed	15B. District of Columbia	16C. Date Signed 23 Sept 04	
(Signature of person authorized to sign)		(Signature of Contracting Officer)		

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. Contract Number	Page of Pages 1   85
2. Amendment/Modification Number Amendment No. 1	3. Effective Date 9/14/2004	4. Requisition/Purchase Request No.	5. Solicitation Caption DCPS Security and Related Services	
6. Issued By: Office of Contracting and Procurement Professional and Human Care Services 441 4th Street, N.W. Suite 700 South Washington, DC 20001		7. Administered By (If other than line 6)		
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)		<input checked="" type="checkbox"/> 9A. Amendment of Solicitation No. POFA-2004-R-0004		
		<input checked="" type="checkbox"/> 9B. Dated (See Item 11) 9/7/2004		
		10A. Modification of Contract/Order No.		
		10B. Dated (See Item 13)		
Code	Facility			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>9</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. Accounting and Appropriation Data (If Required)				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14</b>				
A. This change order is issued pursuant to: (Specify Authority) The changes set forth in Item 14 are made in the contract/order no. in item 10A.				
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.				
C. This supplemental agreement is entered into pursuant to authority of:				
D. Other (Specify type of modification and authority)				
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return <u>    </u> copies to the issuing office.				
14. Description of amendment/modification (Organized by UCF. Section headings, including solicitation/contract subject matter where feasible.)  This amendment is issued to make the following changes:  1. Remove the cover page, "SOLICITATION, OFFER AND AWARD" and replace with "SOLICITATION, OFFER AND AWARD rev 1."  2. Remove pages 2 through 80 "School Security RFP POFA-2004-R-0004-Elem Grp" and replace with pages 2 through 84 "School Security RFP POFA-2004-R-0004-Elem Grp rev 1."				
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect				
15A. Name and Title of Signer (Type or print)		15A. Name of Contracting Officer William E. Sharp		
15B. Name of Contractor	15C. Date Signed	16B. District of Columbia	16C. Date Signed	
(Signature of person authorized to sign)				
		(Signature of Contracting Officer)		

<b>SOLICITATION, OFFER, AND AWARD</b>		1. Market Set-Aside	Page of Pages 1 84	
2. Contract Number	3. Solicitation Number POFA-2004-R-0004	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB). <input checked="" type="checkbox"/> Sealed Proposal (RFP)	5. Date Issued 7-Sep-04	6. Requisition/Purchase Number
6a. Location DC Public Schools Security and Related Services				
7. Issued By Office of Contracting and Procurement Professional and Human Care Services 441 4th Street, NW, Suite 700 South Washington, DC 20001		Code HA0	8. Address Offer To (If other than line 7)	

NOTE: In sealed bid solicitations "Offer" and "Offeror" means "Bid" and "Bidder"

**SOLICITATION**

9. Sealed bid in original and 9 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in 441 4th Street, NW, Suite 703 South, Bid Counter, Washington, DC until 2:00 AM local time 7-Oct-04 (Hour) (Date)

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

10. For Information Contact	A. Name Kenneth Morrow	B. Telephone (No Collect Calls) (Area Code) (Number) (Ext) 202 724-2122		C. E-mail Address Kenneth.Morrow@dc.gov
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11. Table of Contents

(X)	Section	Description	Page	(X)	Section	Description	Page
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	Solicitation/Contract Form	1		I	Contract Clauses	55
	B	Supplies or Services and Price/Cost	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
	C	Description/Specifications/Work Statement	15		J	List of Attachments	62
	D	Packaging and Marking	40	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	Inspection and Acceptance	41		K	Representations, Certifications and Other Statements of Offerors	63
	F	Deliveries or Performance	42		L	Instructions, Conditions & Notices to Offerors	68
	G	Contract Administration Data	45		M	Evaluation Factors for Award	79
	H	Special Contract Requirements	48				

**OFFER**

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 90 calendar days from the date for receipt of (            specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

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

14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	Amendment Number	Date	Amendment Number	Date

15A. Name and Address of Offeror	Code	Facility	16. Name and Title of Person Authorized to Sign Offer/Contract	
15B. Telephone (Area Code) (Number) (Ext)	15 C. Check if remittance address is different from above - enter address in Schedule Section K.		17. Signature	18. Offer Date

**AWARD (TO BE COMPLETED BY GOVERNMENT)**

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation	
22. Award - DC OCP Form 201 not required Negotiated Agreement - DC OCP Form 201 must be executed	23. Submit Invoices to Address Shown In (2 copies unless otherwise specified)		Item
24. Administered By (If other than Item 7)	Code	25. Reserved for future use	
26. Name of Contracting Officer (Type or Print)	27. Government of the District of Columbia  (Signature of Contracting Officer)		28. Award Date

**SECTION B**

**SERVICES AND PRICE**

**B.1** The District of Columbia Government, Office of Contracting Procurement (OCP), on behalf of the Metropolitan Police Department (MPD), is seeking a contractor to provide all trained labor, management, supervision, uniforms, supplies and equipment necessary to provide school security services to the District of Columbia Public Schools (DCPS) in accordance with Section C at the facilities listed in Attachment J.1.

**B.2** The District contemplates award of one (1) Indefinite Delivery Indefinite Quantity (IDIQ) contract based on fixed unit prices set forth below.

**B.3** The term of the contract shall be for a period of approximately thirty months (30) from date of award until June 30, 2007, as specified on page one (1) of contract. Offerors must quote unit prices on each item within each group for the base and option years. Offerors must also submit prices for all items listed in the "Other Requirements" portion of Section B.

1920/52 = 36.9 7-11P 30 mos 2340 45 hrs per wk

**BASE PERIOD (TWO YEARS)**

*Year Round - Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0001	Project Mgr. (Section C.5)	hr.	\$ _____	1,920	\$ _____
0002	Asst. Project Mgr. (Section C.5)	hr.	\$ _____	1,920	\$ _____
0003	Cluster Supervisor (Section C.5)	hr.	\$ _____	8,640	\$ _____
0004	Admin. Coordinator (Section C.5)	hr.	\$ _____	1,920	\$ _____
0005	Admin. Assistant (Section C.5)	hr.	\$ _____	1,920	\$ _____

0003 circled

1920 x 4 = 7680

4.5 @ 1920 = 8640

4.5 x 2340 = 10530

2160 / 4 = 540

change 2

Solicitation No. POFA-2004-R-0004  
**D.C. PUBLIC SCHOOLS SECURITY AND RELATED SERVICES**

0006 DCPS Admin. hr. \$ \_\_\_\_\_ 9,600 *1920* \$ \_\_\_\_\_  
 Facilities-GI #

*Year Round – Special Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0007	DCPS Transportation Facilities-GI* (24 hours/day) #	hr.	\$ _____	35,040	\$ _____
0008	FSO/Alarm Monitors # (Section C.5)	hr.	\$ _____	46,080	\$ _____

*24 1920*

*School Year – Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0009A	Education Centers-GI #	hr.	\$ _____	19,968	\$ _____
0009B	Education Centers-GII** #	hr.	\$ _____	3,072	\$ _____
0010	Elementary Schools-GI #	hr.	\$ _____	158,208	\$ _____
0011	Special Education-GI #	hr.	\$ _____	7,680	\$ _____

\* GI – Guard I  
 # - See Attachment J.1 For Locations and Hours  
 \*\* GII – Guard II

Solicitation No. POFA-2004-R-0004  
D.C. PUBLIC SCHOOLS SECURITY AND RELATED SERVICES

*Summer – Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0012A	Education Centers-GI #	hr.	\$ _____	1,872	\$ _____
0012B	Education Centers-GII #	hr.	\$ _____	312	\$ _____
0013	Elementary Schools-GI #	hr.	\$ _____	16,068	\$ _____
0014	Special Education-GI #	hr.	\$ _____	624	\$ _____

*Special Activities – Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0015	Education Centers-GI* #	hr.	\$ _____	351	\$ _____
0016	Elementary Schools-GI #	hr.	\$ _____	6,026	\$ _____
0017	School Board #	hr.	\$ _____	720	\$ _____

\* GI – Guard I  
# - See Attachment J.1 For Locations and Hours

*Other Requirements*

<u>CLIN</u>	<u>Description</u>	<u>Price Per CLIN Item Listed Below</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0018	Uniforms Acquisition/Cleaning (Section C.14)	\$ _____ (per uniform)		\$ _____
0019	Vehicle Acquisition/Maintenance (Section C.3)	\$ _____ (per vehicle)	9	\$ _____
0020	Weapons & Ammunition Acquisition/ Maintenance/Licensing (Section C.3)	\$ _____ (per weapon)	24	\$ _____
0021	<i>Random</i> <del>Pre-Employment</del> On-going Drug Testing (Section C.3) <i>Program</i>	\$ _____ (per employee)	<i>25%</i> <i>of employees</i>	\$ _____
0022	Professional Training (Section C.9) <i>C.9.6</i>	\$ _____ (per employee)		\$ _____
0023	Personnel/Other Audit Requirements (Section C.24)	\$ _____ (per audit)		\$ _____
0024	Incident Reporting System/ Database (Section C.2)	\$ _____ (per database)	1	\$ _____

*ok = Nelson  
05 = Peter*

Solicitation No. POFA-2004-R-0004  
D.C. PUBLIC SCHOOLS SECURITY AND RELATED SERVICES

**OPTION YEAR 1**

*Year Round – Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0101	Project Mgr. (Section C.5)	hr.	\$ _____	1,920	\$ _____
0102	Asst. Project Mgr. (Section C.5)	hr.	\$ _____	1,920	\$ _____
0103	Cluster Supervisor (Section C.5)	hr.	\$ _____	8,640	\$ _____
0104	Admin. Coordinator (Section C.5)	hr.	\$ _____	1,920	\$ _____
0105	Admin. Assistant (Section C.5)	hr.	\$ _____	1,920	\$ _____
0106	DCPS Admin. Facilities-GI #	hr.	\$ _____	9,600	\$ _____

*Year Round – Special Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0107	DCPS Transportation Facilities-GI (24 hours/day) #	hr.	\$ _____	35,040	\$ _____
0108	FSO/Alarm Monitors # (Section C.5)	hr.	\$ _____	46,080	\$ _____

\* GI – Guard I

# - See Attachment J.1 For Locations and Hours

Solicitation No. POFA-2004-R-0004  
D.C. PUBLIC SCHOOLS SECURITY AND RELATED SERVICES

<i>School Year – Regular Hours</i>					
<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0109A	Education Centers-GI #	hr.	\$ _____	19,968	\$ _____
0109B	Education Centers-GII** #	hr.	\$ _____	3,072	\$ _____
0110	Elementary Schools-GI #	hr.	\$ _____	158,208	\$ _____
0111	Special Education-GI #	hr.	\$ _____	7,680	\$ _____

*Summer – Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0112A	Education Centers-GI #	hr.	\$ _____	1,872	\$ _____
0112B	Education Centers-GII #	hr.	\$ _____	312	\$ _____
0113	Elementary Schools-GI #	hr.	\$ _____	16,068	\$ _____
0114	Special Education-GI #	hr.	\$ _____	624	\$ _____

*Special Activities – Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0115	Education Centers-GI #	hr.	\$ _____	351	\$ _____
0116	Elementary Schools-GI #	hr.	\$ _____	6,026	\$ _____

\* GI – Guard I  
\*\* GII – Guard II  
# - See Attachment J.1 For Locations

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**D.C. PUBLIC SCHOOLS SECURITY AND RELATED SERVICES**

0117 School Board # hr. \$ \_\_\_\_\_ 720 \$ \_\_\_\_\_

*Other Requirements*

<u>CLIN</u>	<u>Description</u>	<u>Price Per CLIN Item Listed Below</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0118	Uniforms Acquisition/Cleaning (Section C.14)	\$ _____ (per uniform)		\$ _____
0119	Vehicle Acquisition/Maintenance (Section C.3)	\$ _____ (per vehicle)		\$ _____
0120	Weapons & Ammunition Acquisition/Maintenance/Licensing (Section C.3)	\$ _____ (per weapon)		\$ _____
0121	<del>Pre-Employment/</del> On-going Drug Testing (Section C.3)	\$ _____ (per employee)		\$ _____
0122	Professional Training (Section C.9)	\$ _____ (per employee)		\$ _____
0123	Personnel/Other Audit Requirements (Section C.24)	\$ _____ (per audit)		\$ _____

**OPTION YEAR 2**

*Year Round – Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0201	Project Mgr. (Section C.5)	hr.	\$ _____	1,920	\$ _____
0202	Asst. Project Mgr.	hr.	\$ _____	1,920	\$ _____

# See Attachment J.1 For Locations and Hours

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(Section C.5)  
 0203 Cluster Supervisor (Section C.5) hr. \$ \_\_\_\_\_ 8,640 \$ \_\_\_\_\_

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0204 Admin. Coordinator (Section C.5) hr. \$ \_\_\_\_\_ 1,920 \$ \_\_\_\_\_

0205 Admin. Assistant (Section C.5) hr. \$ \_\_\_\_\_ 1,920 \$ \_\_\_\_\_

0206 DCPS Admin. Facilities-GI\* # hr. \$ \_\_\_\_\_ 9,600 \$ \_\_\_\_\_

*Year Round – Special Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0207	DCPS Transportation Facilities-GI* (24 hours/day) #	hr.	\$ _____	35,040	\$ _____
0208	FSO/Alarm Monitors # (Section C.5)	hr.	\$ _____	46,080	\$ _____

*School Year – Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0209A	Education Centers-GI #	hr.	\$ _____	19,968	\$ _____
0209B	Education Centers-GII** #	hr.	\$ _____	3,072	\$ _____
0210	Elementary	hr.	\$ _____	158,208	\$ _____

\* GI – Guard I  
 # - See Attachment J.1 For Locations and Hours  
 \*\* GII – Guard II

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	Schools-GI #				
0211	Special Education-GI #	hr.	\$ _____	7,680	\$ _____

*Summer – Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0212A	Education Centers-GI #	hr.	\$ _____	1,872	\$ _____
0212B	Education Centers-GII #	hr.	\$ _____	312	\$ _____
0213	Elementary Schools-GI #	hr.	\$ _____	16,068	\$ _____
0214	Special Education-GI #	hr.	\$ _____	624	\$ _____

*Special Activities – Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0215	Education Centers-GI #	hr.	\$ _____	351	\$ _____
0216	Elementary Schools-GI #	hr.	\$ _____	6,026	\$ _____
0217	School Board #	hr.	\$ _____	720	\$ _____

*Other Requirements*

<u>CLIN</u>	<u>Description</u>	<u>Price Per CLIN Item Listed Below</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0218	Uniforms Acquisition/Cleaning (Section C.14)	\$ _____ (per uniform)		\$ _____

\* GI – Guard I  
# - See Attachment J.1 For Locations

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0219	Vehicle Acquisition/Maintenance (per vehicle) (Section C.3)	\$ _____	\$ _____
0220	Weapons & Ammunition Acquisition/ Maintenance/Licensing (Section C.3)	\$ _____	\$ _____
0221	Pre-Employment/ On-going Drug Testing (Section C.3)	\$ _____ (per employee)	\$ _____
0222	Professional Training (Section C.9)	\$ _____ (per employee)	\$ _____
0223	Personnel/Other Audit Requirements (Section C.24)	\$ _____ (per audit)	\$ _____

**OPTION YEAR 3**

*Year Round – Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0301	Project Mgr. (Section C.5)	hr.	\$ _____	1,920	\$ _____
0302	Asst. Project Mgr. (Section C.5)	hr.	\$ _____	1,920	\$ _____
0303	Cluster Supervisor (Section C.5)	hr.	\$ _____	8,640	\$ _____
0304	Admin. Coordinator (Section C.5)	hr.	\$ _____	1,920	\$ _____
0305	Admin. Assistant (Section C.5)	hr.	\$ _____	1,920	\$ _____
0306	DCPS Admin.	hr.	\$ _____	9,600	\$ _____

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D.C. PUBLIC SCHOOLS SECURITY AND RELATED SERVICES

Facilities-GI #

*Year Round – Special Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0307	DCPS Transportation Facilities-GI (24 hours/day) #	hr.	\$ _____	35,040	\$ _____
0308	FSO/Alarm Monitors # (Section C.5)	hr.	\$ _____	46,080	\$ _____

*School Year – Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0309A	Education Centers-GI #	hr.	\$ _____	19,968	\$ _____
0309B	Education Centers-GII** #	hr.	\$ _____	3,072	\$ _____
0310	Elementary Schools-GI #	hr.	\$ _____	158,208	\$ _____
0311	Special Education-GI #	hr.	\$ _____	7,680	\$ _____

*Summer – Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0312A	Education Centers-GI #	hr.	\$ _____	1,872	\$ _____
0312B	Education	hr.	\$ _____	312	\$ _____

\* GI – Guard I

\*\* GII – Guard II

# - See Attachment J.1 For Locations and Hours

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Centers-GII #					
0313	Elementary Schools-GI #	hr.	\$ _____	16,068	\$ _____
0314	Special Education-GI #	hr.	\$ _____	624	\$ _____

*Special Activities – Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0315	Education Centers-GI #	hr.	\$ _____	351	\$ _____
0316	Elementary Schools-GI #	hr.	\$ _____	6,026	\$ _____
0317	School Board #	hr.	\$ _____	720	\$ _____

*Other Requirements*

<u>CLIN</u>	<u>Description</u>	<u>Price Per CLIN Item Listed Below</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0318	Uniforms Acquisition/Cleaning (Section C.14)	\$ _____ (per uniform)		\$ _____
0319	Vehicle Acquisition/Maintenance (Section C.3)	\$ _____ (per vehicle)		\$ _____
0320	Weapons & Ammunition Acquisition/Maintenance/Licensing (Section C.3)	\$ _____ (per weapon)		\$ _____
0321	Pre-Employment/ On-going Drug Testing (Section C.3)	\$ _____ (per employee)		\$ _____

\* GI – Guard I  
 # - See Attachment J.1 For Locations

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0322 Professional Training (Section C.9) \$ \_\_\_\_\_ (per employee) \$ \_\_\_\_\_

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0323 Personnel/Other Audit Requirements (Section C.24) \$ \_\_\_\_\_ (per audit) \$ \_\_\_\_\_

SECTION C

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

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**C.1 INTRODUCTION AND BACKGROUND**

**C.1.1** The Metropolitan Police Department School Safety and Security Emergency Act of 2004 mandates the responsibility for issuing an RFP for security services within District of Columbia Public Schools (DCPS) to be under the auspices of the Metropolitan Police Department. The MPD is assuming responsibility to provide security services at all DCPS educational, administrative and operational locations. The management and support personnel to provide these services must be trained, licensed and experienced in security protection services.

**C.1.2** District of Columbia Public Schools are open 39 of 52 weeks of the year. Students attend school 183 days of the year, teachers 192 days. Additionally, schools are used for before-school breakfast programs, after-school programs, community meetings and extracurricular activities. The security services described herein will not only serve the elementary, middle, junior and senior high schools but also provide security services for Board of Education meetings and other DCPS properties and operations listed.

In school year 2003, DCPS operated 167 schools and learning centers: elementary schools (ES) 102; middle schools (MS) 12; junior high schools (JHS) 9; senior high schools (SHS) 18; educational centers (EC) 6; 3 alternative schools; and 7 Special Education and 3 night schools. The DCPS has a diverse student population with more than 112 different home languages that represent 138 different nationalities. Approximately 12% of the student population belongs to a language minority group and another 7.7% are classified as Limited English Proficient (LEP) or Non English Proficient (NEP) learners. DCPS is educating an estimated 67,000 students which includes an estimated 39,500 elementary school students, 4,838 middle school students, 5,500 junior high students, nearly 13,000 senior high students, 215 in alternative programs, 1,000 in special education schools, and 2,600 by tuition grant. Broken down by ethnicity, students are African Americans – 84.4%, Hispanics – 9.4%, Whites – 4.6%, Asian Americans – 1.6% and Other – 0.5%.

## D.C. PUBLIC SCHOOLS SECURITY AND RELATED SERVICES

**C.2 SCOPE OF WORK**

- C.2.1** The contractor(s) shall provide school security services to protect DCPS students, employees, property and operations, to include all trained labor, management, supervision, uniforms, supplies, equipment and weapons during the hours and at the locations indicated in **Attachment J.1**. Security services also include incident response and reporting, roving patrols, fixed posts, violence intervention and conflict mediation, supervision and quality control, management, planning, administration, and other such services as determined by the MPD Contracting Officer's Technical Representative (COTR). Information provided in Attachment J.1 is the District's best estimate of its current school security needs based on previous historical data. The contractor shall review these materials and plan to staff accordingly. However, the school security needs of the District are not fixed, and changes may be necessary. The contractor shall ensure the most efficient and effective use of security resources and officer accountability in its performance of the contract (e.g., post orders, site visits, monitoring, and evaluation of security personnel including daily reports).
- C.2.2** The contractor shall effectively protect against or respond to activity that threatens the safety and security of DCPS students, employees, property and operations.
- C.2.3** The contractor shall provide school property perimeter control and campus and interior building security. The contractor shall operate, monitor, and respond to state-of-the-art technology to include Closed Circuit Television (CCTV), X-ray machines, walk-through and hand-held metal detectors, alarm systems, and communication devices. (See Section C.15.)
- C.2.4** The contractor shall protect against damage, pilferage, removal, misuse, larceny, theft, or other improper or unlawful conduct or threats to District government or personal property. The contractor shall report all such activities to the MPD Security Director. The contractor shall also discover and detain persons attempting to commit such acts or gain unauthorized access to the property or secured areas.
- C.2.5** The contractor's employees shall be in full uniform and ready to begin work promptly at the start of their shift. Additionally, the contractor's employees shall perform all contract functions in full uniform until the end of their full tour of duty.
- C.2.6** The contractor shall provide and maintain an incident reporting system and administrative record-keeping systems and provide the reports as detailed in Section F "Deliverables." (See Section C.17.5.)
- C.2.7** The contractor shall follow both the security policies and procedures provided by the MPD, and the contractor's standard written orders, as approved by MPD. The contractor shall provide draft standard written orders with its

proposal as set forth in Section C.10.1.

**C.2.8** The contractor shall be current in the best practices of school security guard contracting. The contractor shall make recommendations to the COTR and to the MPD School Security Director with regards to school security programs, policies and procedures that will enhance the school security program and efficiency of its operations. Such recommendations shall be provided initially with its proposal, as part of the Operational Plan (see Section L.3.2). Subsequent recommendations shall be delivered every six (6) months to the COTR and MPD School Security Director. See Section F "Deliverables."

**C.2.9** The contractor shall develop and submit with its proposal, an Operational Plan detailing its understanding of the requirements and its approach to the daily oversight and provision of school security services (see Section L.3.2).

**C.2.10** The contractor shall submit a Management Plan (see Section L.3.3) detailing its organizational structure and a Quality Control Plan (QCP) (see Section C.25- Quality Control), including financial and accounting controls, with its proposal. The Management Plan shall contain all pertinent information relating to the contractor's organization, including resumes of key personnel to be assigned and the percentage of time that each will devote to the contract. Once approved, contractor shall perform its contract functions in accordance with the plan.

**C.2.11** The contractor shall conduct security surveys (risk assessments) of schools and administrative buildings, as directed by the COTR, and provide these reports to the COTR.

**C.2.12** The contractor shall prepare post orders for each post, (see section C.5) on each shift, at each facility. Draft post orders shall be submitted to MPD for review and approval within fifteen (15) days after contract award. The MPD COTR will promptly review and approve those orders. Contractor shall immediately distribute and abide by the "as approved" orders. Except for emergencies, no deviations from post orders shall be made. The post orders shall define the basic work to be performed at each post including the exact hours of duty, the time and location of movements of roving patrol posts, and detailed specific responsibilities for each fixed post. The contractor shall submit a sample post order with its proposal as a part of the Operational Plan (see L.3.2).

### **C.3 GENERAL REQUIREMENTS**

**C.3.1** The contractor shall conduct its operations so as to be in full compliance with D.C. Law 15-117, "Child and Youth, Safety and Health Omnibus Temporary Amendment Act of 2004," especially Titles I and II, Sec.205.b(5) (see Attachment J.14).

- C.3.2 At a minimum each Cluster Supervisor shall spend at least 8 hours per month, (two visits in 4 hours blocks) in each school in their respective cluster area. These visits and observations shall be recorded in the Security Post Inspection Report (see Section C.25.2).
- 
- C.3.3 The contractor shall conduct its operations in such a manner as to demonstrate the highest degree of employee competency, conduct, cleanliness, appearance, and integrity. The contractor shall be responsible for taking disciplinary action with respect to its employees as may be necessary.
- C.3.4 The contractor shall adhere to all Federal and District of Columbia laws and regulations relating to security guard services as set forth in Sections H, I, K, and M, and Sections C.4 and C.6 (Attachment J.14).
- C.3.5 The contractor and its employees shall be available to testify and provide information for hearings and litigation at no additional cost to the District above the wages of those employees.
- C.3.6 The contractor shall prepare specialized reports, graphs and other special project documents (see Section C.17.6), as required by the COTR at no additional cost to the District above the cost of the database as set forth in Section B.
- C.3.7 The contractor shall coordinate with MPD to implement a plan to assist the DCPS Administration with the enforcement of the District of Columbia Student Code of Conduct (see Attachment J.12), reduction of criminal activities and the enhancement of the climate of safety at schools.
- C.3.8 The contractor shall provide trained and licensed employees at all times to perform the services as prescribed by the security orders and the post orders. In the event of a conflict between those documents, the security orders shall take first precedence, then the post orders.
- C.3.9 The contractor shall ensure that all replacement personnel, including supervisors, meet the contractual standards set forth herein. The contractor shall fill all key personnel (non-post) positions within thirty (30) days from the date of the vacancy.
- C.3.10 The MPD COTR will request the contractor to provide Temporarily Assigned Staff (TAS) personnel for will call posts (see Section C.5.2.8). The contractor shall provide TAS personnel at no additional cost to the District above the charges for wages for those employees.
- C.3.11 The contractor shall ensure that all will call posts are covered on an "as needed" basis, with short notice of assignment to the contractor, at no additional cost to MPD above the charges for the wages for the employees involved. The MPD COTR will attempt to provide contractor a minimum of twenty-four (24) hours of notice of the requirement for increased staffing.

However, as few as four (4) hours or less notice may be provided to the contractor in exigent circumstances.

- C.3.12** The contractor shall prepare post orders for each post, on each shift, at each facility. Draft post orders shall be submitted to MPD for review and approval within fifteen (15) days after contract award (see Section F "Deliverables"). The MPD COTR will review those orders. Once approved, the contractor shall immediately distribute the post orders to all locations and abide by the "as approved" orders. Except for emergencies, contractor shall make no deviations from the post orders.
- C.3.13** The post orders shall define the basic work to be performed at each post including the exact hours of duty, the time and location of movements of roving patrol posts, and detailed specific responsibilities for each fixed post. The contractor shall submit a sample of a post order with its proposal as a part of the Operational Plan (see Section L.3.2).
- C.3.14** The contractor shall not charge the District, above those charges for the hourly rates for the individuals involved, any additional charge for the reallocation of existing personnel required as a result of an emergency. The existence of an emergency creates an immediate need for security services, the lack of which would seriously threaten one or more of the following: (a) the health or safety of any person; (b) the preservation or protection of property; and (c) the continuation of necessary governmental functions.
- C.3.15** Contractor shall request written authorization from the MPD Director of School Security for its personnel to bring onto or depart from DCPS property with weapons or ammunition.
- C.3.16** The contractor shall provide the MPD COTR with an equipment list containing the make, model number, and serial number of any office or other equipment (fax machines, telephones, photocopiers and modems) purchased to meet contractual requirements. These costs shall be included in the proposed "Price Per Unit." (See sections C.12, 13, 14, 15 and 16 regarding rights and obligations of contractors.) The contractor shall provide all required vehicles, weapons and supplies. DCPS will provide facilities, furniture, office equipment, and telephone lines for contractor administrative personnel, including the Program Manager, Assistant Program Manager, Administrative Assistant, Administrative Coordinator, Investigators and SAVE Unit. (See Attachment J.10 for a description of facilities and equipment provided).
- C.3.17** As set forth above, the contractor shall provide manpower to cover all posts and duty hours. No contractor employee shall provide more than twelve (12) hours of consecutive service in a twenty-four (24) hour period unless the work periods are separated by an eight (8) hour non-duty period. This limitation may be waived by the COTR in emergency situations beyond the control of the contractor to include, for example, weather conditions that prevent the

next shift from getting to the building; civil disturbances; or terrorist acts. The contractor shall obtain a written confirmation of a waiver from the COTR for each emergency situation.

- C.3.18** The contractor shall be required to maintain all equipment provided and purchased for this contract. The contractor shall care for and maintain all District-owned and furnished property in accordance with 27 DCMR Section 4100, et. seq., including establishing and maintaining a property control system as provided for in Section 4107.
- C.3.19** The contractor shall ensure that all employees assigned are in good general health and without physical limitations that would interfere with the performance of security duties. The work under this contract requires frequent and prolonged walking, standing, sitting and occasionally running. The security officer may also have to subdue violent or potentially violent individuals. Physical and mental stamina is a basic requirement under this contract.
- C.3.20** At the contractor's expense, the contractor shall conduct a pre-employment drug screening and maintain a random drug-screening program for the duration of the contract for all employees who have contact with children (as required by D.C. Law 15-117, "Child and Youth, Safety and Health Omnibus Temporary Amendment Act of 2004"), which includes employees filling all positions under the contract except the Administrative Assistant and the Administrative Coordinator. Drugs to be tested for are listed in **Attachment J.13**. The contractor shall maintain the results in the employees' personnel file in accordance with the requirements of the Health Insurance Portability and Accountability Act (HIPAA).

**C.4 APPLICABLE DOCUMENTS**

The latest version of the following laws and regulations are especially relevant to the provision of school security guard services. The contractor shall comply with these laws and regulations in the provision of its services and the performance of its duties under the contract.

	<b>Purpose</b>
District of Columbia Municipal Regulations (DCMR), Title 6A, Police Personnel	Sets forth regulations pertaining to Special Police Officers
DCMR, Title 17, Businesses, Occupations, And Professions	Sets forth licensing requirements for security officers and private detective agencies
DCMR, Title 27, Section 4100	Sets forth rules for

	contractor-furnished property
District of Columbia Board of Education, 5 DCMR, 2500 et al, Student Discipline	Sets forth the rules that govern students' behavior that the contractor's personnel must support DCPS in enforcing
MPD Security Officer's Management Branch (SOMB) Security Officer's Handbook	Sets forth the eligibility requirements, application procedures for all types of security licenses approved by MPD's SOMB, and guidelines for firearms and other weapons

## C.5. DEFINITIONS

The first portion of Definitions, Section C.5.1, et. seq., refers to the positions specifically listed in Section B. The second portion of Definitions, Section C.5.2., et. seq., refers to definitions of the other terms listed in this RFP.

**C.5.1** For the purposes of this solicitation the following definitions (and duties relating to each position) shall apply:

### C.5.1.1 Guard I

For the purposes of this contract, the Guard I position shall be called Security Officer (SO). Security Officers are assigned to elementary or secondary schools under the general supervision of the Cluster Supervisor, and/or the Supervisory Special Police Officer (SSPO) on site. SOs perform a variety of duties in the prevention of and response to threats or crime against students, staff and property. Duties shall include but are not limited to serving at a fixed post, making rounds on foot or by motor vehicle, escorting persons on school property, and assisting visitors by answering questions and giving directions. At no time shall a Security Officer be required to carry a weapon, search personnel, detain personnel or effect an arrest. Under the direction of a Supervisor, the SO is required to prepare written reports of all security-related activities, incidents or observations. The employees in this category shall not carry a firearm.

The SO must be able to successfully complete courses related to drugs, law enforcement, security, child development, behavior management, and conflict resolution. The SO shall be licensed in the District of Columbia, and perform other duties as assigned by the Project Manager.

The Security Officer position in this solicitation is correlated to the Guard I position as indicated in the Department of Labor's Wage Determination, No: 1994-2103, Revision No: 32. (Attachment J.2)

**C.5.1.2 Guard II**

The individuals in this category shall be licensed in the District of Columbia as a Special Police Officer, which indicates their authorization to carry a firearm when specifically directed by the MPD. For the purposes of this contract, the Guard II position shall also be called Supervisory Special Police Officer (SSPO). In addition to the SO requirements listed in Section C.5.1, SSPOs must possess a minimum of five (5) years of Federal, District, State, or local law enforcement and/or related physical security experience. These individuals must also possess the ability to work with youth and adults, to effectively communicate with the public and District personnel, and to effectively communicate with, supervise and manage school-based security officers. The SSPO shall work under the general supervision of the Cluster Supervisor. SSPOs shall be placed in selected middle, junior high and senior high schools, and shall manage the security team on site and perform other duties as assigned by the Project Manager.

The Special Police Officer position in this solicitation is correlated to the Guard II position as indicated in the Department of Labor's Wage Determination, No: 1994-2103, Revision No. 32 (Attachment J.2).

**C.5.1.3** The following positions are also in the Guard II category:

**C.5.1.3.1. Youth Gang Officer**

The Youth Gang Officers shall possess the ability to effectively work, communicate, and display mediation and intervention skills with youth and adults with specific emphasis on youth who are deemed at-risk. These positions serve under the general supervision of the MPD School Security Director. Youth Gang Officers shall assist in the development of training modules to address issues of gangs and gang-related activities, and provide information/briefings in that area. The Youth Gang Officer shall be licensed as a Special Police Officer (SPO) in the District of Columbia and authorized to carry a firearm if required by the MPD.

**C.5.1.3.2 Operation S.A.V.E. Officers**

Operation S.A.V.E. (School Anti-Violence Effort) Officers shall participate in the gun interdiction project and serve as a member of the roving mediation team with the Project Manager. These positions are under the general supervision of the MPD School Security Director. Operation S.A.V.E. Officers participate in specially designed programs aimed at resolving potential conflicts on and near school campuses. The Operation S.A.V.E. Officer shall be licensed as a Special Police Officer (SPO) in the District of Columbia and authorized to carry a firearm if required by the MPD.

**C.5.1.3.3 Facility Security Officer (FSO)**

Facility Security Officers (FSO) must have experience in law enforcement, physical security, military training or a combination thereof, and are required to respond to alarms at DCPS facilities. The FSO shall respond to intrusion detection alarms at DCPS facilities. Each FSO shall be licensed as a Special Police Officer (SPO) in the District of Columbia and shall carry a firearm. The FSO performs other duties as assigned by the Project Manager.

**C.5.1.3.4 School Security Investigators**

School Security Investigators shall possess law enforcement/security investigatory expertise and experience in the field of criminal justice. These positions serve under the general supervision of the MPD School Security Director. School Security Investigators serve as investigators for DCPS and shall be responsible for assisting in the protection of students, staff and school property, the prevention, control, and investigation of crimes against the Board of Education, DCPS facilities and personnel. Each investigator shall be licensed as a Special Police Officer (SPO) in the District of Columbia and authorized to carry a firearm if required by the MPD.

**C.5.1.4 Other positions listed in Section B:**

**C.5.1.4.1 Cluster Supervisors**

Cluster Supervisors shall possess a minimum of 4 years managerial work experience or have equivalent school-based security work experience. In addition, Cluster Supervisors must have a minimum of five (5) years of law enforcement experience with Federal, State, District, or other local agency, two (2) years of which must include supervisory experience. Each Cluster Supervisor shall be licensed as an SPO in the District of Columbia, and authorized to carry a firearm if required by the MPD. These individuals must also possess the ability to work with youth and adults, to effectively communicate with the public, MPD and DCPS personnel, to effectively communicate with, supervise and manage school-based security officers, work with MPD District Commanders and Regional Operations Command (ROC) Chiefs, and perform other duties as assigned by the Project Manager or Assistant Project Manager.

**C.5.1.4.2 Administrative Assistant**

The Administrative Assistant shall possess the education, training and experience that will enable them to provide administrative assistance to the Project Manager, Assistant Project Manager and other contract staff. The Administrative Assistant shall prepare required contract reports and be capable of supporting requirements for word processing, data entry, creating

presentation and report graphics, researching and compiling data, organizing and maintaining files, and communicating effectively with contract staff and District employees and officials. The Administrative Assistant shall be trained and responsible for recording and processing the time and attendance records for all personnel assigned to this contract.

#### **C.5.1.4.3 Administrative Coordinator**

The Administrative Coordinator shall demonstrate a high level of expertise in administrative concepts and practices, sufficient to enable them to recommend changes in administrative policies, devise and initiate procedures, and the ability to resolve and expedite internal budget and procurement issues. The Administrative Coordinator shall possess a comprehensive knowledge of database management systems, information processing and documentation standards.

#### **C.5.1.4.4 Assistant Project Manager (APM)**

The Assistant Project Manager (APM) shall possess a minimum of 4 years of managerial work experience including the supervision of 350 or more employees, as a portion of a minimum of ten (10) years of security and/or law enforcement experience. The APM shall have experience managing, interacting with and supervising school-based security staffs. The APM shall be able to meet the qualifications as a Special Police Officer (SPO) in the District of Columbia and be authorized to carry a firearm if required. The APM shall effectively communicate, supervise, and manage the security officers as director of operations and all aspects of the contract's requirements. The APM shall work closely with MPD's COTR and School Security Director and be exclusively deployed on this contract by the contractor.

#### **C.5.1.4.5 Project Manager (PM)**

The Project Manager (PM) shall possess a minimum of four (4) years of managerial work experience including the supervision of at least 350 employees, as a portion of a minimum of fifteen (15) years of security and/or law enforcement experience. The PM must have experience managing, interacting with and supervising school-based security staffs. The PM shall meet the qualifications as a Special Police Officer (SPO) in the District of Columbia and be authorized to carry a firearm if required. The PM shall be able to effectively direct, communicate, supervise, and manage the security officers and all aspects of the contract requirements. The PM shall work closely with MPD's COTR and School Security Director, in order to ensure a high-quality security operation. The PM shall be exclusively deployed on this contract by the contractor.

#### **C.5.2 Other definitions:**

**C.5.2.1 Will Call Posts**

Security requirements or posts that are not covered by contract employees on a regular basis (see Section C.22).

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**C.5.2.2 Contracting Officer's Technical Representative (COTR)**

The person appointed in writing by the Contracting Officer for general administration of the contract.

**C.5.2.3 MPD School Security Director**

The Director in charge of the school security function within MPD.

**C.5.2.4 DCPS Command Center**

A twenty-four (24) hour alarm and surveillance camera monitoring center located 3535 V Street, NE, Washington, DC.

**C.5.2.5 Emergency**

An emergency includes, but is not limited to, serious violence erupting in or around the school, flood, epidemic, riot, equipment failure, or other exigent reasons.

**C.5.2.6 Security Orders**

Security orders are policies and procedures governing school security operations that are provided by the MPD or provided by the contractor and approved by MPD.

**C.5.2.7 Post Orders**

Post orders describe the basic work to be performed at each post on each shift at each facility.

**C.5.2.8 Temporarily Assigned Staff (TAS)**

Temporarily Assigned Staff (TAS) are guards assigned to cover will call posts and to fill posts vacated by absent employees.

**C.6 MINIMUM PERSONNEL QUALIFICATIONS**

**C.6.1** In addition to the requirements set forth in C.5.1, to be eligible to perform under this contract each contractor employee shall meet the following criteria:

- a. Be a United States citizen and at least twenty-one (21) years of age.

- b. Possess a high school diploma or GED equivalency.
- c. Possess a high degree of proficiency in the English language. This shall include: (1) being competent to meet and deal with the public, including the proficiency to write, read, understand and speak English fluently; (2) the ability to construct and write clear, concise, accurate and detailed reports in English, which may be used in court and in connection with civil and criminal matters; and (3) have the ability to clearly communicate on a 2-way radio or other communication devices and maintain conversation without difficulty in being understood.
- d. Be able to follow through with instructions or procedures and to maintain poise and self-control under stress.
- e. Possess a valid driver's license and be able to operate a motor vehicle. The employee shall not have a driver's license suspension or conviction for a DUI (Driving Under the Influence) type of offense within the past three (3) years.
- f. Have a telephone at residence for emergency contact.
- g. Be free of any judgment of incompetence by any court for mental defect or disease and free of any injury, physical impairment or limitation which prevents proper performance of security work.
- h. Be licensed as a Special Police Officer for each Guard II position as required by the Metropolitan Police Department Security Officers Management Branch.
- i. Be in compliance with the D.C. Law 15-117, "Child and Youth, Safety and Health Omnibus Temporary Amendment Act of 2004," especially Titles I and II, Sec.205.b(5), et. seq. (see Attachment J.14).

**C.6.2** No individual assigned to this contract shall have been convicted of any offense which would cause the revocation or non-renewal of the individual's SPO license. The contractor shall immediately and permanently remove any such individual from the contract and notify the COTR. (See "SOMB Security Officer's Handbook" and the "Child and Youth, Safety and Health Omnibus Temporary Amendment Act of 2004.") Failure to comply may be cause for the exercise of contract remedies, including termination of the contract.

**C.7 PERSONNEL**

**C.7.1** The contractor shall be solely responsible to compensate its employees, including the payment of all applicable wages, taxes, insurance, and worker's

compensation. The contractor shall be solely responsible for and shall indemnify the District for any loss or damage to District property if the loss or damage is caused by the contractor or any of its employees.

- C.7.2** The contractor shall staff the contract providing personnel meeting the requirements set forth in Section C, and shall efficiently schedule a combination of full-time positions with a minimum of part-time positions to ensure full security coverage is provided in accordance with the requirements of the contract. Full-time positions shall comprise the significant majority of the workforce. The contractor shall efficiently manage the workforce so as to minimize the necessity for overtime to be paid by the District.
- C.7.3** The contractor's employees must present a neat, clean and professional appearance at all times while on duty. The contractor shall develop and maintain a dress code and grooming standards in writing to be approved by MPD within fifteen (15) days of contract award. A draft of this policy shall be submitted with the proposal (see Section L.3.7).
- C.7.4** The contractor shall maintain its own personnel and benefit policies for its employees, subject to review by MPD. This policy must be submitted with the proposal (see Section L.3.8).
- C.7.5** Any individual employed by MPD or DCPS shall not be employed by the contractor simultaneously.

**C.8 HEALTH AND PHYSICAL FITNESS REQUIREMENTS**

- C.8.1** Contractor's employees shall demonstrate evidence of physical fitness by passing the physical examination administered by a licensed physician during the MPD, Security Officer Management Branch certification/commission process. (See "SOMB Security Officers Handbook.") The SOMB is located at 2000 14<sup>th</sup> Street, N.W., 3<sup>rd</sup> Floor, Washington, DC.
- C.8.2** As part of the physical examination, the contractor shall ensure that all employees have a chest x-ray and/or tuberculosis skin test prior to employment for this contract. The contractor shall maintain all medical records as part of the employees personnel file and in accordance with HIPAA regulations. (See Section C.24.1.)

**C.9 TRAINING**

- C.9.1** The contractor shall be responsible for training its employees who will be performing under this contract. Lesson plans and outlines for each block of basic training shall be submitted with the proposal (See Section L.3.6). For the supplemental 40 hours of training, the contractor shall submit a draft plan

for obtaining this training with the proposal, to include potential sources for this training (See Section L.3.6).

**C.9.2** The contractor shall ensure that all employees performing on this contract have completed the Basic Training Curriculum listed in C.9.3 prior to assignment. The contractor shall submit training completion rosters to the COTR before the assignment of personnel. New employees hired by the contractor shall not report to duty until this training has been completed. The COTR will review the contractor's roster of eligible employees submitted by the contractor for approval. The COTR reserves the right to periodically inspect training sessions.

**C.9.3 Basic Training Curriculum**

The contractor shall ensure that the Guard Is and IIs assigned to this contract have completed a basic guard training curriculum that includes, at a minimum, the following courses:

Introduction to Protective Services Police	0.5 hour
Conduct on Duty	1 hour
Uniform, Equipment and Grooming	1 hour
Ethics	1 hour
Introduction to DC Government	1 hour
Report Writing	3 hours
Alarm and Video Monitoring	1 hours
Patrol Techniques	1 hour
Magnetometer, X-ray Machine and Screening	2 hours
Arrest Procedures (SPO's only)	2 hours
Search, Seizure and Detention (SPO's only)	1 hour
Use of Force	2 hours
Court Preparation and Appearance	.5 hour
Observation and Description Techniques	1 hour
Evidence Preservation	.5 hour
Criminal and Civil Law	3 hours
Sexual Harassment	1 hour
Drugs and Alcohol	1 hour
Officer Manuals	2 hours
Bomb Threats	1 hour
Civil Disobedience	1 hour
Conflict Resolution/Public Relations	2 hours
Customer Service	1.5 hours
First Aid/CPR	<u>16 hours</u>
Total	47 hours

**C.9.4 Firearms Training for SPO Armed (i.e., Guard II, only if required to carry firearm)** The "SOMB Security Officers Handbook" details the requirements for initial firearms training for SPOs Armed. In addition to that training, contractor's employees required to carry firearms shall meet the

MPD requirements for annual firearms training and recertification as specified in MPD General Order RAR—901.01 "Handling of Service Weapons," which states in Section V.D.1:

All members shall qualify with their service pistol every six months. Members shall be required to qualify *at least once* during the period between January 1<sup>st</sup> through June 30<sup>th</sup> and *at least once* during the period July 1<sup>st</sup> through December 31<sup>st</sup>.

**C.9.5 Supervisory Training (Supervisory Special Police Officer, Cluster Supervisors, Project Manager, Assistant Project Manager)**

In addition to the prerequisites set forth in Basic Training (Section C.9.3) and Firearm Training (Section C.9.4) if required, the supervisory contractor personnel listed above shall complete the following training:

Techniques of Management/Supervision	3 hours
Site/Post Inspections	3 hours
Security Surveys	2 hours
Principles of Communication	2 hours
Principles of Documentation in Performance Management	4 hours
Interview Techniques	<u>2 hours</u>
Total	16 hours

**C.9.6** In addition to the prerequisites set forth in Basic Training (Section C.9.3), Firearm Training (Section C.9.4) if required and the Supervisory Training (Section C.9.5) required for designated supervisory personnel, the contractor shall provide to each employee under the contract a minimum of 40 hours of annual training in school-related security issues. At a minimum, the contractor's training shall encompass the following curriculum:

- a. Child Development
- b. Effective Communication Skills
- c. Behavior Management
- d. Substance Abuse and its Effect on Youth
- e. Availability of Social Services for Youth
- f. D.C. Laws and Regulations, including Board of Education Regulations
- g. Constitutional Standards for searches and seizures conducted by school security personnel on school grounds
- h. Training on School Security Orders
- i. Visitor Control
- j. Proper Use of Metal Detectors, CCTV, radios and other security equipment in the schools
- k. Special Education
- l. Crime Reporting on Campus
- m. Diversity Training

**C.9.7** The contractor shall maintain professional training and other certifications, licenses or permits, including firearm qualifications, in the employee personnel file and shall make these documents available upon the COTR's request.

**C.9.9 Instructor Qualifications**

Instructors who are certified to teach the specific subject or topic required shall administer all formal training required herein. Certification to instruct the specific subject shall be in the form of a certificate issued by an accredited institution of learning (school, college or university), the District of Columbia Government, Federal, or other state or county government. Such certifications offered shall be current by date. The contractor shall submit instructor qualifications with its proposal (see Section Section L.3.6).

**C.9.10 Special Requirements for PM, APM and Supervisors**

There shall be no substitutions of proposed key personnel, i.e., contractor's Project Manager, Assistant Project Manager, and Cluster Supervisors (see Section L.19), prior to ninety (90) days after contract award unless specifically approved in writing, in advance, by the COTR. Thereafter the contractor shall submit proposed substitutions to MPD for approval five (5) working days before the proposed substitution. All substitutes must meet or exceed all contract requirements for those types of personnel. The Project Manager, Assistant Project Manager, and Supervisors must be individuals of unquestionable integrity, who display a mature attitude and exercise good judgment.

**C.10 ORDERS**

**C.10.1** Security orders may be provided to the contractor by the MPD. The contractor's standard security orders shall be submitted to MPD. These orders will be reviewed and may be approved by the MPD for use by the contractor. The contractor shall submit their standard security orders with its proposal as part of the Operational Plan (see Section L.3.2).

**C.10.2** The contractor shall be responsible for the maintenance of MPD security orders, including all updates and information required to be inserted. The contractor shall be responsible for updating and providing copies for use by all contractor employees.

**C.10.3** The contractor shall maintain the master security orders at the DCPS Command Center and shall contain complete duty instructions for all posts involved. These orders shall include separate standard operating procedures and emergency procedures. At each fixed post, the contractor shall furnish

and maintain the orders in a separate loose-leaf binder. The binder will contain only duty instructions pertinent to that specific post. The security orders shall not be removed from the DCPS property or be reproduced or copied in any manner without the prior written consent of MPD. Upon receipt of written approval of MPD, the contractor shall be responsible for posting proposed changes in the security orders and the updating thereof.

**C.11 POST ASSIGNMENTS**

**C.11.1** Upon reporting to a facility for duty, each employee shall enter their name, actual and exact arrival time and date in the Activity Log Book located at the facility. At the end of the tour, each employee shall record their time-out in the same Activity Log Book. The employee shall also record any equipment received on post and any reports or orders passed down on their tour of duty in the Activity Log Book.

**C.11.2** Any requests to the contractor's employees to perform duties not covered in the post orders, security orders, or not specifically requested by the COTR or MPD School Security Director shall be referred to the COTR or, if after hours, to the DCPS Command Center. If the request is deemed appropriate, the COTR will have the instruction prepared in writing and placed in the post orders with the time and date associated with the request.

**C.11.3** If an employee does not meet contractual requirements, including the regulations as outlined in District of Columbia Municipal Regulations (DCMR), Title 6A, or the post orders or the security orders approved by the COTR, the COTR will consider the post uncovered, and assess liquidated damages in accordance with Section H.8.

**C.11.4** The work schedules for supervisors and security officers shall be prepared on separate schedules and posted in the shift supervisor's work area at two (2) week intervals. Changes to the schedules shall be posted at least twenty-four (24) hours prior to the affected change in duty hours for any contract employee. All work schedules shall be provided to the COTR immediately upon posting any changes. The MPD reserves the right to ask for changes in the work schedules at any time with reasonable lead-time (48 hours) for the requested modifications.

**C.11.5** No security officer shall leave his/her post until properly relieved in accordance with the post orders.

**C.11.6** All security officers shall be in the proper dress and ready to begin work at the start of their shift. All security officers shall remain on the job in proper dress until the end of their full tour of duty.

approval. A suggested uniform and equipment program should include items such as: shirts, trousers, ties, blazers, gloves, jacket, socks, shoes, handcuffs, flashlights, badges, caps, coats, raincoats, rain boots, belts and other items as deemed necessary by the contractor. MPD will approve the program within seven (7) days after notice of contract award to permit the contractor to procure the required uniforms and equipment.

**C.14.2** The contractor shall furnish and maintain properly fitted uniforms and equipment in accordance with uniform and equipment approval received by contractor from MPD's SOMB. These uniform items shall be provided by the contractor at no cost to the District, above the cost provided in Section B. Any disagreement regarding application of the standards relating to uniforms and equipment shall be referred to the MPD COTR.

**C.15 DISTRICT OF COLUMBIA PUBLIC SCHOOLS FURNISHED FACILITIES AND PROPERTY**

**C.15.1** DCPS shall furnish at its expense the following: space, lockers (if available), light, heat, power and other utilities for the operation of the security services program to be furnished herein. DCPS shall obtain necessary telephones, telephone lines, fax lines, and other dedicated lines for contractor's use.

**C.15.2** DCPS shall make available without cost or charge to the contractor areas of the premises agreeable to both parties in which the contractor shall render its services, such area shall be reasonably necessary for providing efficient operations of security services.

**C.15.3** DCPS shall provide security technology to include Closed Circuit Television (CCTV), x-ray machines, walk-through and hand-held metal detectors, alarm systems, and communication devices.

**C.16 CONTRACTOR OFFICES AND FACILITIES**

**C.16.1** The contractor shall operate from the government-owned facility described in Attachment J.10. This facility must support, on a twenty-four (24) hour, seven (7) days a week, three hundred sixty-five (365) day a year basis, the contract security operation and be staffed by the contractor's personnel. An answering machine or voice mail is not an acceptable alternative to contractor employees.

**C.17 BUILDING SECURITY LOG/REPORT ENTRIES**

**C.17.1** The contractor shall make log entries in the Activity Log Book located at each post. Log entries shall include, but are not limited to name, arrival on duty and departure times, and date and time observing any criminal offense, accidents,

injuries to persons, damage to property, and complaints. In addition, the contractor shall report any irregular activities or occurrences (i.e., activities or occurrences not usually observed while on post) to the DCPS Command Center as soon as possible.

- C.17.2 The contractor shall contact the DCPS Command Center to report incidents, as defined above, and to obtain additional information or instruction as soon as possible.
- C.17.3 The contractor shall document irregular or unusual activities in the Activity Log Book, as per the directions in the security orders.
- C.17.4 The contractor shall make available the Activity Log Book (including Incident Report) to the COTR or MPD upon request.
- C.17.5 The contractor shall complete incident reports, logs, accident reports, investigative reports, equipment inventories, security surveys, and other reports as directed by the MPD. Contractor shall submit a draft document of reports with the proposal as part of the Operational Plan (see L.3.2).
- C.17.6 The contractor shall enter data from the reports into the incident reporting system and other databases, and produce and distribute summary reports on a regular schedule as directed by the MPD School Security Director or the COTR.
- C.17.7 The contractor shall ensure that all reports and other documents are written clearly, legibly, and accurately. The contractor shall collect all original reports and documents in an organized manner, store them in accordance with established procedures, and turn them over to the COTR by the contractor at the end of the contract period. All records will be readily available to MPD during the performance of the contract. Filing procedures will be reviewed and discussed by the parties at the post-award conference.

#### **C18 REMOVAL OF CONTRACTOR'S EMPLOYEES**

- C.18.1 The contractor shall require its contract employees to comply with any directives issued by the COTR. The contractor shall be responsible for maintaining satisfactory standards of employees' competency, conduct, appearance, and integrity, and shall be responsible for taking such disciplinary action with respect to the employees as deemed necessary.
- C.18.2 At any time, the MPD COTR, in its sole discretion, may require the contractor to immediately remove any employee from the contract. Replacement personnel shall be provided immediately.

**C.19 INVESTIGATIONS**

The contractor shall assist and cooperate in investigations of criminal offenses, accidents, injuries to persons, damages to property and complaints within the perimeters for that particular facility as defined in the post orders. The District shall have the option to examine the site of any accident or incident immediately following its occurrence to determine the cause of such accident or incident, the degree of personal injuries, the damage to Government-owned property, and other pertinent information. In order to accomplish this, the District shall have the authority to question any persons having knowledge relative to or present when such accident or incident occurred, including employees and agents of the contractor.

**C.20 MEETINGS**

All meetings with MPD shall be attended by at least one (1) of the contractor's key personnel with authority to address and remedy matters regarding administrative and performance-related issues. The contracting officer may attend meetings to address contractual issues. DCPS may also attend meetings to address issues involving their operations and facilities. Twenty-four (24) hour notice shall be required to cancel any meeting with MPD. The COTR shall notify the contractor of the date and time of these mandatory meetings.

**C.21 TEMPORARILY ASSIGNED STAFF (TAS)**

Temporarily Assigned Staff (TAS) personnel shall be provided by the contractor for special security needs to include but are not limited to special events, school sporting events, PTA meetings and other before or after-hours events, or to augment existing staff during periods of heightened security. The MPD COTR will attempt to provide a minimum of twenty-four (24) hours notice of the requirement for increased staffing. However, as few as four (4) hours (or less) notice may be provided in exigent circumstances.

**C.22 WILL CALL POSTS**

Will call posts are those that are not covered by contract employees on a regular basis under this contract and require that security services be in place with minimal notice and at no additional cost to MPD above the charges for the wages for the individual(s) involved. The COTR will attempt to give four (4) hours notice whenever possible. The contractor shall bill the District for such services upon the employee reporting for duty at said post. Will call posts include those described as Special Activities in Section B.

**C.23 BUILDING ORIENTATION**

**C.23.1** Before the contractor's employees can be allowed to provide services at a particular site under the contract, the contractor's employees shall complete a minimum of a four (4) hour on-site orientation at no additional cost to the government. The orientation shall consist of familiarizing the contractor's employees with the physical layout of the location by walking the employees around the location and showing them entrances, exits, fire doors, stairwells, mechanical rooms, etc. The orientation shall also cover the information in the post orders.

**C.23.2** The orientation shall be conducted by DCPS personnel, contractor supervisory personnel or an experienced site officer of the contractor approved in writing by MPD to provide on-site orientation at specific locations. Only personnel approved in writing by the MPD shall be authorized to conduct the orientation. The contractor shall submit a building orientation report to the COTR after employees successfully complete the orientation.

**C.24 REPORTS, FILES, AND RECORDS**

**C.24.1** The contractor shall maintain personnel files for all employees furnished under the contract. Medical records shall be maintained in a separate file in accordance with HIPAA regulations. The personnel files shall contain all documentation required in Section C to validate the establishment of qualifications, licensing and training of the contractor's employees for employment on this contract.

**C.24.2** These files shall be continuously maintained by the contractor and are subject to inspection by the MPD at any time.

**C.24.3** The contractor, in conjunction with MPD, shall schedule an independent audit of personnel files 30 days after contract award and every six months thereafter for the duration of the contract. The audit shall verify that the personnel records contain all documentation required to validate the qualifications of the contractor's employees for employment on this contract. The contractor shall deliver the audit report to MPD within one week of its receipt.

**C.24.4** The contractor shall complete incident reports, logs, accident reports, investigative reports, equipment inventories, security surveys, and other reports as directed by the MPD. Contractor will submit a draft document of reports with the proposal as part of the Operational Plan (see L.3.2).

**C.24.5** The contractor shall ensure that all reports and other documents are written clearly, legibly and accurately and filed in an organized manner. All original reports and documents shall be collected, filed and stored in accordance with the contractor's established procedures, and turned over to the MPD at the end

of the contract period. The parties will review filing procedures at the post award conference. MPD reserves the right to inspect all reports at any time.

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**C.25 QUALITY CONTROL**

**C.25.1** The contractor shall establish and maintain a complete Quality Control Plan (QCP) to assure the contractor is meeting contract requirements. The Quality Control Plan is to include financial and accounting controls. The contractor shall submit the QCP to MPD for approval within fifteen (15) days following contract award. Contractor shall include a draft quality control plan with the proposal, as part of the Management Plan (see Section L.3.3).

**C.25.2** As part of the Quality Control Plan, the contractor shall conduct daily inspections of all contractor work performed to ensure compliance with the contract requirements. The contractor shall document the results in a Security Post Inspection Report to be given to the COTR on the last workday of each month. The contractor shall also submit a weekly Corrective Action Report to the COTR outlining the steps and procedures taken to correct all issues identified in the Security Post Inspection Report. The contractor shall provide a draft of the Security Post Inspection Report and the Corrective Action Report to the MPD with its proposal as part of the Quality Control Plan (see Section L.3.3).

**C.26 COMMUNICATIONS**

Communications systems will be provided by DCPS and are different at each school. The contractor shall evaluate the current communications systems at each school, and submit recommendations for standardization and improvements to the COTR within fifteen (15) days following contract award. The contractor shall maintain and account for equipment provided in accordance with Sections C.12.1 of this solicitation.

**C.27 TECHNOLOGY AND LOGISTICAL SUPPORT**

The contractor shall offer recommendations for equipment, technical and logistic support to install state-of-the-art surveillance, detection and communication equipment. This equipment, when installed, shall provide the contractor with the ability to monitor activity in and around that facility, and enhance the opportunity to readily detect and prevent unauthorized individuals and activity, which may impact safety and welfare of the school system.

**C.28 ADMINISTRATIVE PROCEDURES, POLICIES, AND GUIDELINES**

The contractor shall develop, modify and implement administrative procedures, policies and guidelines. These procedures, to be approved by MPD, shall be suited to the uniqueness of the individual schools and administrative facilities, and shall complement the Superintendent's Directives, Policies and Guidelines relevant to school operations and security.

**C.29 TRANSITION PLAN IMPLEMENTATION**

Contractor shall prepare and deliver a Transition Plan that details its proposed operational steps to successfully transition between an incumbent and the new contractor. The contractor shall provide this plan three working days after notice of contract award. (See Section F "Deliverables."). The contractor, MPD and DCPS shall then discuss the implementation of the plan.

**C.29.1 Beginning of Contract Term**

Within three (3) days of notice of award, the contractor shall implement a transition plan that will accomplish the following functions, at no additional cost to MPD. The contractor shall implement the plan upon MPD's approval.

- a. The contractor shall provide a seamless continuity of services. The contractor shall coordinate with the incumbent contractor and ensure that transition does not disrupt day-to-day security operations.
- b. The contractor shall begin staffing posts with fully qualified, trained personnel within twenty-one (21) days of contract award.
- c. The contractor shall provide employees with an orientation detailing contractor benefits, applications, release forms and other pertinent matters relating to school security.
- d. The contractor shall conduct background checks as specified in Section C.6.1.i, "Minimum Personnel Requirements."
- e. The contractor shall verify that all employee licenses, training certifications, and physical examinations required in Section C or by the District are valid and current. All outstanding requirements shall be completed during the transition period. No contractor employee shall be permitted to assume duties until these requirements have been demonstrated in accordance with Section C.
- f. The contractor shall conduct drug screening, as specified in Section C.3.20 of this solicitation.
- g. The contractor shall obtain measurements for uniforms as required during the second week of transition.

- h. The contractor shall issue uniforms during the third week of transition.
- i. The contractor shall recruit new security personnel to meet contract requirements, and schedule interviews with prospective employees accordingly.

**C.29.2 End of Contract Term**

The contractor recognizes that the services provided under this contract are vital to the District of Columbia, and must be continued without interruption. Upon contract expiration or termination, a successor, either the District Government or another contractor, at the District's option, may continue to provide these services. To that end, the contractor agrees to:

- a. Ensure the transition does not disrupt day-to-day school security operations.
- b. Exercise its best efforts and fully cooperate to effect an orderly and efficient transition.
- c. In accordance with the Rights in Data clause (see Section I.6), the contractor shall transfer the data to the District or another contractor, at the District's option, in a format to be determined by the District.

SECTION D

PACKAGING AND MARKING

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This section is not applicable.

**SECTION E**

**INSPECTION AND ACCEPTANCE**

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- E.1** The inspection and acceptance requirements for the resultant contract will be governed by the Inspection of Services Clause in Section 7 of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated April, 2003, **Attachment J.3**. Sections E.2 and E.3 are in addition to the requirements of Section 7 of the standard contract provisions.
- E.2** The contractor is responsible for the day-to-day inspection and monitoring of all contractor work performed to ensure compliance with the contract requirements. The results of all inspections conducted by the contractor shall be documented in the Security Post Inspection Report (Ref. C.3.6) to be given to the COTR on the last workday of each month. MPD shall conduct random inspections to ensure contract compliance.
- E.3** The contractor shall submit a weekly Corrective Action Report (Ref. C.3.6) to the COTR outlining the steps and procedures taken to correct all issues identified in the Security Post Inspection Report.

**SECTION F**

**DELIVERIES OR PERFORMANCE**

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**F.1 CONTRACT TYPE**

The District contemplates award of one (1) Indefinite Delivery Indefinite Quantity (IDIQ) contract based on fixed unit prices as set forth in Section B.

**F.2 TERM OF CONTRACT**

The term of the contract will be for a period of approximately thirty (30) months from date of award until June 30, 2007, as specified on page one (1) of contract.

**F.2.1 OPTION PERIOD**

**F.2.1** The District may extend the term of this contract by exercising up to two (2) one-year, option periods.

**F.2.1.2** The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

**F.2.2 OPTION TO EXTEND THE TERM OF THE CONTRACT**

**F.2.2.1** The District may extend the term of this contract for a period of two (2) one-year option periods, or multiple successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District shall give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the CO prior to expiration of the contract.

**F.2.2.2** If the District exercises this option, the extended contract shall be considered to include this option provision.

**F.2.2.3** The price for the option period shall be as specified in the contract.

**F.3 DELIVERABLES**

The Contractor shall submit to the COTR all deliverables set forth in the table below between the hours of 9:00 a.m. to 4:45 p.m., Monday through Friday, exclusive of District holidays in the time frame set forth in the table below. All reports shall include a certification that to the best of the contractor's

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knowledge and belief, the information contained in the reports is accurate, complete, and current as of the date submitted. Failure to provide a deliverable will constitute a default under the Default clause, and the District may proceed against the contractor pursuant to the procedures set forth in the Default clause.

Deliverable	Quantity	Relevant Section	Format	Due Date
Incident Report, Logs, Accident Reports, Equipment inventories, Security Surveys	One	C.2.10 C.2.12 C.17.5 C.24.2	One hard copy and one electronic copy	As directed by COTR
Dress Code and Grooming Standards	One	C.7.3	One hard copy	15 days following contract award.
Quality Control Plan (QCP), including Security Post Inspection Report and Corrective Action Report	One	C.25.1	One hard copy and one electronic copy	15 days following contract award.
Security Post Inspection Report	One	E.2	One hard copy and one electronic copy to COTR	Last work day of each month
Corrective Action Report	One	E.3	One hard copy and one electronic copy to COTR	Weekly following contract award
Transition Plan	One	C.29	One hard copy	Three (3) days after contract award
Proposed Uniform and Equipment Program	One	C.14.1	One hard copy	Three (3) days after contract award
Presentation of Actual Uniforms	One Time	H.7(7)	Presentation to the COTR	7 working days prior to contract start date
Uniform Issuance Policy	One	H.7(7)	One hard copy	15 days following contract award
Training Completion Roster/Hire Report	One	C.9.2	One hard copy and one electronic copy to COTR	Prior to assignment of new employees
Communications	One	C.26	One hard copy	15 days

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System Analysis				following contract award
Post Orders for each school and each shift	One	C.2.11	One hard copy and one electronic copy	30 Days after contract Award
Inventory of equipment	One	C.12.3	One hard copy	Within 30 days of contract award
Building Orientation Report	One	C.23.2	One hard copy and one electronic copy to COTR	After completion of the orientation for each building listed in Attachment J.1.
Schedule for Independent Audit of Personnel Files	Periodic	C.24.3	One hard copy	30 days after contract award and every six months thereafter
Commission/ Certification Report	One	H.7.(5)	One hard copy and one electronic copy to COTR	Monthly
Firearms Certification List	One	C.9.4	One hard copy and one electronic copy to COTR	Monthly
Firearms Permits and Licenses	One	H.7.(4)	One hard copy and one electronic copy to COTR	Upon request
Certificate of Insurance	One	I.10	One hard copy to the Contracting Officer	10 days after request from the District
First Source Agreement Contract Compliance Report	One	G.3	One hard copy to the Contracting Officer	No later than the 10 <sup>th</sup> of each month following contract award
Recommendations Regarding School Security Programs, Policies, and Procedures	Periodic	C.2.8	One hard copy to the COTR	Every 6 months during the contract period

SECTION G

CONTRACT ADMINISTRATION DATA

**G1 INVOICE PAYMENT**

- G1.1** The District will make payments to the Contractor, upon the submission of proper invoices or vouchers, at the prices stipulated in this contract, for services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G1.2** Should the District reduce payment of an invoice to the Contractor, the District will provide a written notice to the contractor of the reason for the adjustment. The contractor shall be required to sign notices of adjustment.
- G1.3** The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

**G2 INVOICE SUBMITTAL**

- G2.1** The Contractor shall submit proper invoices on a monthly basis. Invoices shall be prepared in duplicate and submitted to the Agency Chief Financial Officer (CFO) with concurrent copies to the COTR specified in Section G.7 below. The address of the CFO is:

Metropolitan Police Department  
Office of the Chief Financial Officer  
Accounts Payable  
300 Indiana Avenue, NW, Room 4106  
Washington, DC 20001  
Add Telephone Number

- G2.2** To constitute a proper invoice, the contractor shall submit the following information:
- G2.2.1** Contractor's name and invoice date (contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);
- G2.2.2** Contract number (block# 2 on Solicitation Cover Sheet) and encumbrance number (block# 21 on Solicitation Cover Sheet). Assignment of an invoice number by the contractor is also recommended.
- G2.2.3** Description, price, quantity and the date(s) that the services were actually performed.
- G2.2.4** Other supporting documentation or information, as required by the Contracting Officer.

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

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

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**G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above to be notified in the event of a defective invoice); and

**G.2.2.8** Authorized signature.

**G3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

**G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement, final request for payment must be accompanied by the report or a waiver of compliance discussed in H.9.5. (**Attachment J.7**)

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

**G4 ASSIGNMENTS**

**G.4.1** In accordance with 27 DCMR § 3250, unless otherwise prohibited by this contract, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution

**G.4.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

**G.4.3** Notwithstanding an assignment of money claims pursuant to authority contained in the contract, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

**G.5 CONTRACTING OFFICER (CO)**

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

William Sharp  
Contracting Officer  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street, N.W., Suite 700 South  
Washington, D.C. 20001  
Phone No. (202) 727-0252

**G.6 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

- G.6.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- G.6.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
- G.6.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

**G.7 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

- G.7.1** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract.
- G.7.2** It is understood and agreed that the COTR shall not have the authority to make changes in the specifications/scope of work or terms and conditions of the contract.
- G.7.3** Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer, may be denied compensation or other relief for any additional work performed that is not so authorized, and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

**SECTION H**

**SPECIAL CONTRACT REQUIREMENTS**

**H.1 DIVERSION, REASSIGNMENT, AND REPLACEMENT OF KEY PERSONNEL**

The key personnel specified in the contract at C.9.10 are considered to be essential to the work being performed hereunder. All key personnel (non-post positions) (Ref. C.9.10) are to be permanently filled by the contractor within thirty (30) days from the date of the vacancy (Ref. C.9.10). Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the COTR at least thirty (30) calendar days in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact upon the contract. Proposed substitutions of personnel shall be subject to review and approval of the COTR.

**H.2 DEPARTMENT OF LABOR WAGE DETERMINATION**

The Contractor shall be bound by the Wage Determination No. 1994-2103 (Revision 32, dated May 27, 2004) issued by the U.S. Department of Labor in accordance with the Service Contract Act of 1965, as amended (41 U.S.C. 358) and incorporated herein as **Attachment J.2** of this solicitation. Since this RFP will result in a multiyear contract with a thirty-month base period, the Contractor will be bound by the wage rates for the first year of the multiyear base period. However, if the Department of Labor issues within the first year of contract performance a new wage determination applicable to this contract, then the Contractor will be bound by this new wage determination during the second year of the multiyear base period (and the District must give Contractor an equitable adjustment if warranted). If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the exercise of the option.

**H.3 AUDITS, RECORDS, AND RECORD RETENTION**

**H.3.1** At any time or times before final payment and three (3) years thereafter, the CO may have the Contractor's invoices or vouchers and statements of cost audited. For cost reimbursement contracts, any payment may be reduced by amounts found by the CO not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the District Government and an overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.

**H.3.2** 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.

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**H.3.3** 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 five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) 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.

**H.3.4** 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 CO.

**H.3.5** Persons duly authorized by the CO shall have full access to and the right to examine any of the Contractor's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

**H.3.6** The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

**H.4 PUBLICITY**

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

**H.5 CONFLICT OF INTEREST**

**H.5.1** No official or employee of the District of Columbia or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Official Code Section 2-310.01 (2001), and Chapter 18 of the DC Personnel Regulations)

**H.5.2** 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.

## H.6 GOVERNMENT RESPONSIBILITIES

The Government shall furnish the supplies, materials and equipment as set forth in Section C. (Ref. C.12.1; C.15; Attachment J.10)

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## H.7 CONTRACTOR RESPONSIBILITIES

- H.7.1 Firearms and Ammunition**- The contractor shall only issue weapons and ammunition approved by the MPD, SOMB. On sites where firearms are authorized, one (1) firearm shall be furnished by the contractor to each armed SPO (versus an unarmed SPO) while on duty as required in Attachment J.1. Personal weapons shall not be used by contractor personnel. The contractor shall provide upkeep and maintenance of the weapons (cleaning solvents, lubricating oil, rods, brushes and patches, and other normal small weapons maintenance tools). Each armed guard shall be issued twelve (12) rounds of ammunition by the contractor. Six (6) rounds shall be used as a firearm load and six (6) rounds carried in a cartridge case by the armed guards.
- H.7.2** Firearms shall not be transferred by contractor personnel from officer to officer while on site. Firearms shall not be stored by the contractor on the site. Ammunition shall be inspected and cleaned daily by the contractor to ensure its safe and effective use. Supervisors shall be responsible for ensuring firearms are in optimum operating condition.
- H.7.3** The contractor shall maintain an updated firearms certification list. The list shall show the status of firearms qualification and certification for each guard authorized to be armed. The list shall also include the serial number, date issued, the name of the officer issued to, caliber, make and model. The contractor shall submit this list monthly to the COTR.
- H.7.4 Firearms Permits** - The contractor shall be responsible for obtaining and maintaining all necessary permits and for complying with all applicable Federal, State, and Municipal laws. Copies of the permits shall be maintained by the contractor in accordance with the records retention requirements detailed herein (Ref. C.24) and furnished to the COTR upon request.
- H.7.5 Commission/Certification Report** - The contractor shall provide a report of the current license status of each contract employee monthly. The report shall include the name, date of expiration and commission/guard license number. This list shall also include any personnel no longer working for the contractor during the reporting period.
- H.7.6 Contractor Employee Identification Cards** - MPD, SOMB shall issue Guard Identification Cards and SPO Commissions, for each employee of the contractor. No contract employee shall work under this contract without the appropriate identification.

**H.7.7 Uniforms** - All uniforms shall comply with the standards used for SPOs and guards as stipulated by the MPD's SOMB. The proposed uniform program shall be submitted by the contractor to the COTR within three (3) working days following contract award. Actual uniforms shall be presented by the contractor seven (7) days prior to the start of contract performance. Fifteen (15) days after contract award, the contractor shall also provide the COTR with its Uniform Issuing Policy that will stipulate the number of uniforms issued per employee. The policy shall also include the contractor's process for replacing old, worn or unserviceable uniforms.

## **H.8 LIQUIDATED DAMAGES**

Each time the contractor fails to provide the required productive man (duty) hours, to include an employee's failure to arrive in time to begin the tour of duty, supervisory hours, equipment and uniforms as specified in the solicitation, the Contracting Officer shall consider the post uncovered, for any or all of those failures, and **the District shall deduct from monies due the contractor, \$45 per hour** starting with the first minute that a post is not covered. **There is no grace period or other flexibility with regard to the requirement to promptly report for the tour of duty.** Given the importance of protecting the District's children, schools and property, arrival one minute late shall be considered sufficient to trigger the application of liquidated damages. The rate of \$45 per hour is based upon the maximum overtime rate for an MPD officer.

**H.8.1** The Contracting Officer will inform the contractor in writing of the type and dollar amount of proposed deductions on or before the 30<sup>th</sup> calendar day succeeding the end of the month for which the deductions are to be made.

**H.8.2** The contractor may, within ten (10) working days of receipt of the notification from the Contracting Officer of the proposed deduction, present to the Contracting Officer specific reasons why any or all of the proposed deductions are not warranted. Reasons must be fact specific in order to justify reconsideration and adjustment of the proposed amount to be deducted. **Failure to respond within the ten (10) day period shall be deemed acceptance of the proposed deduction.**

**H.8.3** Monthly payments (except for the final monthly payments) will not be delayed or withheld pending resolution of disputes regarding proposed deductions. If the Contracting Officer makes a determination that any or all of the proposed deductions are warranted, the Contracting Officer shall notify the contractor and subsequent payments under the contract shall be adjusted accordingly.

## **H.9 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**

**H.9.1** The contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, sec. 2-219.01 *et seq.* ("First Source Act").

**H.9.2** The contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, in which the contractor shall agree that:

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

**H.9.3** The contractor shall submit to DOES, no later than the 10<sup>th</sup> each month following execution of the contract, a First Source Agreement Contract Compliance Report ("contract compliance report") verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) number of employees needed;
- (2) number of current employees transferred;
- (3) number of new job openings created;
- (4) number of job openings listed with DOES;
- (5) total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
  - (a) name;
  - (b) social security number;
  - (c) job title;
  - (d) hire date;
  - (e) residence; and
  - (f) referral source for all new hires.

**H.9.4** If the contract amount is equal to or greater than \$100,000, the contractor agrees that 51% of the new employees hired for the contract shall be District residents.

**H.9.5** With the submission of the contractor's final request for payment from the District, the contractor shall:

- (1) document in a report to the CO its compliance with the section H.9.4 of this clause; or
- (2) submit a request to the CO for a waiver of compliance with section H.9.4 and include the following documentation:
  - (a) material supporting a good faith effort to comply;
  - (b) referrals provided by DOES and other referral sources;

- (c) advertisement of job openings listed with DOES and other referral sources; and
- (d) any documentation supporting the waiver request pursuant to section H.9.6.

**H.9.6** The CO may waive the provisions of section H.9.4 if the CO finds that:

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

**H.9.7** Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.9.5 and H.9.6, the CO shall determine whether the contractor is in compliance with section H.9.4 or whether a waiver of compliance pursuant to section H.9.6 is justified. If the CO determines that the contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two (2) business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

**H.9.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.9.5, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The contractor shall make payment to DOES. The contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the CO pursuant to this section H.9.8.

**H.9.9** The provisions of sections H.9.4 through H.9.8 do not apply to nonprofit organizations.

**H.10** **ADDITIONAL LOCATIONS**

**H.10.1** The District Government reserves the right to add new locations (or delete locations) to any group of CLINS as the requirements change under the contract. The request for additional security coverage shall be provided in writing with at least twenty-four (24) hours notice to the contractor. The contractor shall provide the appropriate security personnel within twenty-four (24) hours unless otherwise directed by MPD. This coverage shall be billable at the contract rate as specified in section B: Services and Price.

**H.10.2** The CO will add new or delete current locations based on what is in the best interest of the District, based on the District's requirements.

**SECTION I**

**CONTRACT CLAUSES**

**I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated April 2003 (Attachment J.3) will be applicable to the contract(s) resulting from this solicitation.

**I.2 CONTRACTS THAT CROSS FISCAL YEARS**

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

**I.3 CONFIDENTIALITY OF INFORMATION**

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

**I.4 TIME**

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

**I.5 RESTRICTION ON DISCLOSURE AND USE OF DATA**

Offerors who include in their proposal data that they do not want disclosed to the public or used by the District Government except for use in the procurement process shall:

**1.5.1 Mark the title page with the following legend:**

"This proposal includes data that shall not be disclosed outside the District Government and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

**1.5.2 If however, a contract is awarded to this Offeror as a result of or in connection with the submission of this data, the District Government shall have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this data**

if it is obtained from another source. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets)."

**I.5.3** Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

## **I.6 RIGHTS IN DATA**

**I.6.1** "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

**I.6.2** The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

**I.6.3** The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

**I.6.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

**I.6.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by

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Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.

**I.6.6** The District shall have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

**I.6.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

**I.6.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

**I.6.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and

**I.6.6.4** Modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

**I.6.7** The restricted rights set forth in section I.6.6 are of no effect unless

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

**RESTRICTED RIGHTS LEGEND**

Use, duplication, or disclosure is subject to restrictions stated in Contract No. \_\_\_\_\_

With \_\_\_\_\_ (Contractor's Name) and

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

**I.6.8** In addition to the rights granted in Section I.6.9 below, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.6.9 below, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

**I.6.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use Section I.6 in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

**I.6.10** For all computer software furnished to the District with the rights specified in Section I.6.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.6.5. For all computer software furnished to the District with the restricted rights specified in Section I.6.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by the court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

**I.6.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any

data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

**I.6.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

**I.7 OTHER CONTRACTORS**

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

**I.8 SUBCONTRACTS**

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior, written consent of the CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District shall have the right to review and approve prior to its execution to the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

**I.9 CONTINUITY OF SERVICES**

**I.9.1** The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District Government or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor shall meet the transition requirements set forth herein, including:

**I.9.1.1** Furnish phase-out, phase-in (transition) information; and

**I.9.1.2** Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

**I.10 INDEMNIFICATION**

In addition to the obligations under the indemnification clause in the "Standard Contract Provisions," the Contractor shall indemnify and hold harmless the Government of the District of Columbia, the Metropolitan

Police Department (MPD) and District of Columbia Public Schools (DCPS) and all its officers, agents and employees acting within the scope of their official duties against any and all assessments, fines or monetary penalties that may be imposed on the District of Columbia by order or judgment of any court of competent jurisdiction, or required pursuant to the terms of a consent order or consent decree or consent agreement, as a consequence or result of any act, omission or default or product and completed operation of the Contractor, its employees, agents or subcontractors in the performance of, or in connection with, any work required or performed under this contract.

**I.11 INSURANCE**

**I.11.1** All insurance provided by the contractor, as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance and Securities Regulation with a certificate of insurance to be delivered to the District's Contracting Officer within ten (10) days of contract award. The policies of insurance shall provide for at least thirty (30) days written notice to the District prior to their termination or material alteration.

**I.11.1 Workers' Compensation**

The contractor shall carry workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this agreement. The Contractor agrees to comply at all times with the provisions of the worker's compensation laws of the District of Columbia.

**I.11.2 Employer's Liability**

The contractor shall carry employer's liability of at least one million dollars (\$1,000,000.00).

**I.11.3 Automobile Liability**

Not less than one million dollars (\$1,000,000) in Business Automobile Liability for all owned, non-owned and hired vehicles used in connection with the performance of the contract.

**I.11.4 Crime**

Not less than one million dollars (\$1,000,000.00) Crime Insurance or equivalent covering all persons providing services, against loss by dishonesty, robbery, burglary, theft, destruction or disappearance and other related crime risk.

**I.11.5 Property**

Full Replacement Cost for all District government property under the care, custody and control of the contractor. Items to be covered shall be agreed upon between the contractor and the District government based on actual inventory.

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**I.12 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85, dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as **Attachment J.4**. An award cannot be made to any Offeror who has not satisfied the equal employment requirements as set forth by the Office of Local Business Development.

**I.13 ORDER OF PRECEDENCE**

The order of precedence will be determined at the time of the contract award in the proposed following order: 1. Request for Proposals No. POFA - 2004-R-0004 dated September 7, 2004; 2. Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated April 2003; 3. Contractor's Best and Final Offer (BAFO); 4. Contractor's Technical and Price Proposals dated To Be Determined, in response to Request for Proposals No. POFA-2004-R-0004 dated, September 7, 2004

**SECTION J**

**LIST OF ATTACHMENTS**

The list of attachments is made up of documents necessary to affect the contract award. Attachments J.1, J.2, J.3, J.8, J.10, J.11, J.13, and J.14 will be incorporated into the contract and added to the order of precedence clause prior to the award.

<b>Attachment</b>	<b>Title</b>	<b>No. of Pages</b>
<b>J.1</b>	<b>List of Locations</b>	<b>Four (4) Pages</b>
<b>J.2</b>	<b>Wage Determination No. 1994-2103 Revision No. 32, dated May 27, 2004</b>	<b>Nine (9) Pages</b>
<b>J.3</b>	<b>Government of the District of Columbia Standard Contract Provisions for Use with the Supply and Service Contract, dated April 2003</b>	<b>Twenty-eight (28) Pages</b>
<b>J.4</b>	<b>E.E.O. Information and Mayor's Order 85-85</b>	<b>Twenty-One (21) Pages</b>
<b>J.5</b>	<b>Tax Certification Affidavit</b>	<b>One (1) Page</b>
<b>J.6</b>	<b>Local, Small, and Disadvantaged Business Enterprise Program Certification Package</b>	<b>Twenty-Two (22) Pages</b>
<b>J.7</b>	<b>First Source Employment Agreement</b>	<b>Eight (8) Pages</b>
<b>J.8</b>	<b>Cost/Price Disclosure Certification</b>	<b>Thirteen (13) Pages</b>
<b>J.9</b>	<b>Summary Evaluation of Contractor/Provider Past Performance</b>	<b>Six (6) Pages</b>
<b>J.10</b>	<b>List of current Space &amp; Equipment</b>	<b>One (1) page</b>
<b>J.11</b>	<b>List of DCPS Holiday Schedule</b>	<b>One (1) page</b>
<b>J.12</b>	<b>5.D.C.M.R Chapter 24 Student Rights and Responsibilities</b>	<b>Eighteen (18) Pages</b>
<b>J.13</b>	<b>List of Drugs for Testing</b>	<b>Thirteen (13) Pages</b>
<b>J.14</b>	<b>Child Safety Act</b>	<b>Eighteen (18) Pages</b>

SECTION K

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

**K.1 TAX CERTIFICATION**

Each Offeror must submit with its offer, a sworn Tax Certification Affidavit incorporated herein as **Attachment J. 5**.

**K.2 AUTHORIZED NEGOTIATORS**

The Offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

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**K.3 TYPE OF BUSINESS ORGANIZATION**

**K.3.1** The Offeror, by checking the applicable box, represents that

(a) It operates as:

a corporation incorporated under the laws of the State of \_\_\_\_\_

an individual,

a partnership

a nonprofit organization, or

a joint venture, or

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

an individual

a joint venture, or

a corporation registered for business in \_\_\_\_\_

(Country)

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**K.4 EMPLOYMENT AGREEMENT**

For all offers over \$100,000, except for those in which the Offeror is located outside the Washington Metropolitan Area and will perform no work in the Washington Metropolitan Area, the following certification is required (see Clause 28 of the Standard Contract Provisions). The Offeror recognizes that one of the primary goals of the District government is the creation of job opportunities for bona fide District residents. Accordingly, the Offeror agrees to pursue the District's following goals for utilization of bona fide residents of the District of Columbia with respect to this contract and in compliance with Mayor's Order 83-265: (1) at least 51% of all jobs created as a result of this contract are to be performed by employees who are residents of the District of Columbia and (2) at least 51% of apprentices and trainees shall be residents of the District of Columbia registered in programs approved by the D.C. Apprenticeship Council. The Offeror also agrees to notify all prospective subcontractors, prior to execution of any contractual agreements, that the subcontractors are expected to implement Mayor's Order 83-265 in their own employment practices. The Offeror understands and will comply with the requirements of The Volunteer Apprenticeship Act of 1978, D.C. Code Official sec. 32-1401 et seq., and the First Source Employment Agreement Act of 1984, D.C. Official Code sec. 2-219.01 et seq.

The Offeror certifies that it intends to enter into a First Source Employment Agreement with the District of Columbia Department of Employment Services (DOES). Under this First Source Employment Agreement, the Offeror will use DOES as the first source for recruitment and referral of any new employees. The Offeror shall negotiate the First Source Employment Agreement directly with DOES. Nothing in this certification or the First Source Employment Agreement shall be construed as requiring the Offeror to hire or train persons it does not consider qualified based on standards the Offeror applies to all job applicants.

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**K.5 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS**

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

the Offeror for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

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

#### K.6 WALSH-HEALEY ACT

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

- (a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). (41 U.S.C. 40) Learners, student learners, apprentices, and physically impaired workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (29 U.S.C. 214).

**K.7 BUY AMERICAN CERTIFICATION**

The Offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Clause 29 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

**K.8 OFFICERS NOT TO BENEFIT CERTIFICATION**

Each Offeror shall check one of the following:

\_\_\_\_\_ No person listed in Clause 17 of the Standard Contract Provisions will benefit from this contract.

\_\_\_\_\_ The following person(s) listed in Clause 17 may benefit from this contract. For each person listed, attach the affidavit required by Clause 17 of the Standard Contract Provisions.

**K.9 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

(a) Each signature of the Offeror is considered to be a certification by the signatory in accordance with D.C. Official Code 2-303.16 that:

1) The prices in this Contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Offeror or competitor relating to:

- (i) those prices,
- (ii) the intention to submit a Contract, or
- (iii) the methods or factors used to calculate the prices in the Contract;

2) The prices in this Contract have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before Contract opening unless otherwise required by law; and

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- 3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit a Contract for the purpose of restricting competition.

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(b) Each signature on the offer is considered to be a certification by the signatory that the signatory;

- 1) Is the person in the 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 (a)(1) through (a)(3) above; or
- 2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

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(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 Offeror's organization);

~~(ii)~~i. As an authorized agent, does certify that the principals named in subdivision (b)(2)(I) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

**L.1 CONTRACT AWARD**

**L.1.1 Most Advantageous to the District**

The District may award, but is not obligated to award, ~~one or more contracts~~ resulting from this solicitation, to the responsible offeror(s) whose offer conforming to the solicitation, will be most advantageous to the District, cost or price, technical and other factors considered.

**L.1.2 Initial Offers**

The District may award on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint of cost or price, technical and other factors.

**L.1.3 Acceptance or Rejection**

The District reserves the right to accept/reject any/all offers resulting from this solicitation. The CO may reject all proposals, or waive any minor informality or irregularity in proposals received whenever it is determined that such action is in the best interest of the District.

**L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT**

Offerors shall submit a signed original and nine (9) copies of the written proposals in two parts, titled "Technical Proposal" and "Price Proposal". The proposals shall be typewritten in 12-point font size on 8.5" by 11" bond paper. Telephonic and telegraphic proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. POFA-2004-R-0004 - "D.C. PUBLIC SCHOOLS SECURITY AND RELATED SERVICES".

Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, **EVALUATION FACTORS FOR AWARD**. The offeror shall respond to each factor in a way that will allow the District to evaluate the offeror's response. The offeror shall submit information in a clear, concise, factual and logical manner, providing a comprehensive description of program services and service delivery. The information requested below for the technical proposal shall permit evaluation and best value source selection for all proposals. The technical proposal must contain

sufficient detail to provide a clear and concise representation of the offeror's ability to meet the requirements in the statement of work.

Proposals shall include a table of contents with a detailed listing of information presented in the contractor's proposal and each page shall be numbered.

### **L.3 TECHNICAL PROPOSAL**

This section shall contain an introduction outlining the offeror's overall technical approach to fulfill the requirements of the contract. This statement should refer to the work to be performed as set forth in Section C, Statement of Work, and describe how the work will be accomplished in sufficient detail to permit the District to evaluate it in accordance with Section M, Evaluation Factors.

Your response to the District's RFP should demonstrate how your company can assist the District in meeting these objectives with an emphasis on providing professional school security services, using the most efficient staffing of personnel.

#### **L.3.1 Section 1 – Management Plan and Operational Plan:**

**L.3.2** Offerors shall submit an operational plan that will detail its understanding of the requirements and its approach to the daily oversight and provision of school security services (see C.2.9). The operational plan will include the recommendations with regards to school security programs, policies, and procedures that will enhance the school security program and efficiency of its operations (see C.2.8), the offeror's standard written security orders (see C.10.1) and samples of post orders (see C.2.12), incident reports, logs, accident reports, investigative reports, equipment inventory reports, security surveys, and similar reports used in the provision of security services (see C.17.5 and C.24.4).

**L.3.3** The Offeror shall submit a management plan (see C.2.10) detailing its organizational structure and quality assurance plan (see C.25 and E.4), including financial and accounting controls and the Security Post Inspection Report and Corrective Action Report, to ensure contract requirements are being met by the Contractor. This section shall contain all pertinent information relating to the Offeror's organization, including resumes of key personnel to be assigned and the percentage of time that each will devote to the contract.

**L.3.4** This section shall also include the following information:

- (a) Location of Offeror's headquarters;

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- (b) A chart of the Offeror's internal organization which shows the number of full-time personnel and their level of responsibility within that organization; and
- (c) The name of the person who manages the firm and makes firm policy.

**L.3.5 Section 2 – Quality and Retention of Personnel:**

- L.3.6** Offerors shall detail the quality of the training received by the security personnel, in the form of the lesson plans for basic training (see C.9.1), the instructor qualifications (see C.9.9), and other relevant documentation.
- L.3.7** Offerors shall detail information related to standards for employees, including the dress code and grooming standards (see C.7.3) and other relevant policies.
- L.3.8** Offerors shall detail information related to the company's ability to retain employees, including personnel and benefit policies (see C.7.4), and other relevant information.

**L.3.9 Section 3 – Experience and Past Performance:**

- L.3.10** Offerors shall detail its experience with providing security services and/or school security services as required in the RFP including abstracts of experience that would substantiate their qualifications and capabilities to perform the services required by the scope of work.
- L.3.11** Offerors shall submit at least three (3) references from current or prior customers, using the Past Performance Evaluation Form, **Attachment J.9**. Offerors shall assure that current and past performance customers listed in the proposal complete and sign the Performance Evaluation Form and return them with the proposal. The District reserves the right to contact current customers of the Offeror, or past customers from the last three (3) years NOT provided as a reference, and the information received may be used in the evaluation of past performance. In addition, offerors shall provide the following information for each reference submitted: name and location of the project, brief description of the project, contract number, original and final contract value, start and completion date and email, fax and telephone number of the person providing the reference.

**L.3.12 Section 4 – Attachments: The Offeror shall complete and provide in this section, the following documents and pertinent information:**

- A. Solicitation, Offer and Award form;
- B. Attachments J.4, J.5, J.7, J.8 and J.9 of this solicitation;

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C. Representations and certifications and other statements of the Offeror in Section K shall be completed and signed;

D. Legal status of Offeror as specified in Section L.16;

E. Current audited financial statements, including notes which disclose the Offeror's financial condition;

F. Other pertinent information (as set forth in table below):

**L.3.13 Proposal Submission Requirements:**

Deliverable	Quantity	Relevant Section	Format	Due Date
Operational Plan	One	C.2.9	One hard copy and one electronic copy	With Proposal
Management Plan to include administrative procedures, policies and guidelines	One	L.3	One hard copy	With Proposal
Personnel and Benefits Policies	One	C.7.4	One hard copy and one electronic copy	With Proposal
Incident Report, Logs, Accident Reports, Equipment inventories, Security Surveys	One	C.17.5 C.24.4	One hard copy and one electronic copy	With Proposal
Recommendations on school security programs, policies and procedures	One	C.2.8	One hard copy	With Proposal
Contractor's Standard Security Orders	One	C.10.0	One hard copy	With Proposal
Lesson Plans for Basic Training	One	C.9.1	One hard copy	With Proposal
Plan for 40-hour Supplemental Training	One	C.9.1	One hard copy	With Proposal
Instructor Qualifications	One	C.9.9	One copy	With Proposal
Dress Code and Grooming Standards	One	C.7.3	One hard copy	Draft with proposal
Quality Control Plan (QCP), including Security Post Inspection Report	One	C.25.2	One hard copy and one electronic copy	Draft with proposal

and Corrective Action Report				
Security Post Inspection Report	One	E.2	One hard copy and one electronic copy to COTR	Draft with proposal (QCP)
Corrective Action Report	One	E.3	One hard copy and one electronic copy to COTR	Draft with proposal (QCP)

**L.4 Section 4 – Price Proposal**

The information requested in this section shall facilitate evaluation of the offeror's price proposal in response to Sections B and C. The offeror's price proposal will be evaluated separately from the Technical Proposal. Offerors shall submit cost and pricing data on the attached Cost/Price Disclosure Certification Form, Attachment J.8, or the company's own cost and pricing data form and a certification that, to the best of the offerors knowledge and belief, the cost or pricing data submitted was accurate, complete and current as of the date submitted with the proposal.

**L.5 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS**

**L.5.1 Proposal Submission Time**

Proposals must be submitted no later than 2:00 p.m. local time on the date shown in block 9 on page 1. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

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

**L.5.2 Withdrawal or Modification of Proposals**

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date for receipt of proposals.

**L.5.3 Postmarks**

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

**L.5.4 Late Submissions**

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

**L.5.5 Late Modifications**

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

**L.5.6 Late Proposals**

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

**L.6 HAND DELIVERY OR MAILING OF PROPOSALS**

**DELIVER OR MAIL TO:**

Office of Contracting and Procurement  
Bid Room  
441 4<sup>th</sup> Street, NW  
Suite 703 South  
Washington, D. C. 20001

**L.7 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the Contact Person, identified on page one. The prospective offeror shall submit questions no later than fifteen (15) calendar days prior to the closing date and time indicated for this solicitation. The District will furnish responses promptly to all prospective offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

**L.8 FAILURE TO SUBMIT OFFERS**

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Agency Chief CO, Office of Contracting and Procurement, Public Administration Service Bureau, 441 4<sup>th</sup> Street N.W. Suite 700 South, Washington, D.C. 20001, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the CO, OCP, of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the CO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

**L.9 PROPOSAL PROTESTS**

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

**L.10 SIGNING OF OFFERS**

The Contractor shall sign the offer and print or type its name on the **Solicitation, Offer and Award** form of this solicitation. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the CO.

**L.11 UNNECESSARILY ELABORATE PROPOSALS**

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are **not** desired and may be construed as an indication of the Offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired

**L.12 RETENTION OF PROPOSALS**

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the Offerors.

**L.13 PROPOSAL COSTS**

The District is not liable for any costs incurred by the Offerors in submitting proposals in response to this solicitation.

**L.14 ACKNOWLEDGMENT OF AMENDMENTS**

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

**L.15 ACCEPTANCE PERIOD**

The offeror agrees that if its offer is accepted within 90 days from the date specified in the solicitation for the submission of proposals or if its last best and final offer is accepted within 90 days from the date specified for submission thereof, to furnish services at the price stated in the proposal, delivered or performed, at the designated place within the time specified in the period of performance of the contract.

**L.16 BEST AND FINAL OFFERS**

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers will be subject to Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the CO determines that it is clearly in the Government's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the best and final

offers received. If discussions are reopened, the CO shall issue an additional request for best and final offers to all Offerors still within the competitive range.

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## **L.17 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

- L.17.1** Name, Address, Telephone Number, Federal tax identification number and DUNS Number of Offeror;
- L.17.2** District of Columbia license, registration or certification, if required by law to obtain such license, registration or certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and
- L.17.3** If the Offeror is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements.
- L.17.4** The District reserves the right to request additional information regarding the Offeror's organizational status.

## **L.18 STANDARDS OF RESPONSIBILITY**

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

- L.18.1** Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.18.2** Furnish evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.18.3** Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.18.4** Furnish evidence of compliance with the applicable District licensing, tax laws and regulations.
- L.18.5** Furnish evidence of a satisfactory performance record, record of integrity and business ethics.

- L.18.6 Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.18.7 If the prospective Contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective Contractor to be non-responsible.

**L.19 KEY PERSONNEL**

- L.19.1 The District considers the following positions to be key personnel for this contract: Project Managers, Assistant Project Managers, and Cluster Supervisors.
- L.19.2 The offeror shall set forth in its proposal, the names and reporting relationships of the key personnel the offeror will use to perform the work under the proposed contract. Their resumes shall be included in the proposal.
- L.19.3 All key personnel (non-post positions) are to be permanently filled within thirty (30) days from the date of the vacancy.

**L.20 PRE-PROPOSAL CONFERENCE**

- L.20.1 A pre-proposal conference will be held at 9:00 a.m. on September 14, 2004, at 300 Indiana Ave, NW, 2<sup>nd</sup> Floor Lobby, Room 2066, Washington, DC 20001. Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the SOLICITATION document as well as to clarify the contents of the SOLICITATION.
- L.20.2 Attending offerors must complete the Pre-Proposal Conference Attendance Roster at the conference so that offeror attendance can be properly recorded.
- L.20.3 Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the Department's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five (5) working days after the pre-proposal conference in order to generate an official answer. Official answers will be provided in writing to all prospective offerors who are listed on the official bidder's list as having received a copy of the solicitation.

**L.21 FAMILIARIZATION WITH CONDITIONS**

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

**SECTION M**

**EVALUATION FACTORS FOR AWARD**

**M.1 EVALUATION FOR AWARD**

**M.1.1** One contract will be awarded to the responsible offeror whose offer is most advantageous to the District, price and other factors considered, and based upon the evaluation criteria specified below.

Upon receipt of proposals, an evaluation team composed of representatives of MPD and such other persons as the CO may designate will evaluate the proposals. Every member will evaluate the proposals based on the evaluation criteria and assign a numerical rating. The CO shall make a substantive independent evaluation of the proposals and shall review the ratings assigned by the evaluation team. The CO shall make a selection decision based on the CO's independent judgment of the relative merits of the competing proposals.

**M.2 TECHNICAL RATING**

The Technical Rating Scale is as follows:

<b><u>Numeric Rating</u></b>	<b><u>Adjective</u></b>	<b><u>Description</u></b>
<b>0</b>	<b>Unacceptable</b>	Fails to meet minimum requirements, e.g., no demonstrated capacity; major deficiencies which are not correctable; offeror did not address the factor.
<b>1</b>	<b>Poor</b>	Marginally meets minimum requirements; major deficiencies which may be correctable.
<b>2</b>	<b>Minimally Acceptable</b>	Marginally meets minimum requirements; minor deficiencies which may be correctable.
<b>3</b>	<b>Acceptable</b>	Meets requirements; no deficiencies.
<b>4</b>	<b>Good</b>	Meets requirements and exceeds some requirements; no deficiencies.
<b>5</b>	<b>Excellent</b>	Exceeds most, if not all requirements; no deficiencies.

For example, if a subfactor has a point evaluation of 0 to 6 points, and (using the Technical Rating Scale) the District evaluates as "good" the part of the proposal applicable to the subfactor, the score for the subfactor is 4.8 (4/5 of 6). The subfactor scores will be added together to determine the score for the factor level.

**M.3 EVALUATION OF OPTIONS**

The Offeror shall include option year prices and optional items prices in its price proposal. An offer may be determined to be unacceptable if it fails to include option pricing. The District will evaluate offers by evaluating the total price for all options as well as the base period. Based on this evaluation, the District will award one (1) IDIQ contract. Evaluation of options shall not obligate the District to exercise them. The District's total requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

**M.4 PROPOSAL EVALUATION**

**M.4.1** The technical evaluation factors set forth below have been developed and tailored to the requirements of this solicitation. These factors will serve to establish the evaluation factors and significant sub-factors which the Offeror should address in its technical proposal and will serve as the standard against which all proposals are evaluated.

**M.4.2** The Offeror's technical and price proposals will be evaluated separately, based on the factors outlined below.

**M.5 EVALUATION FACTORS**

The technical evaluation factors are outlined below in descending order of importance. Selection of an offeror for contract award will be based on an evaluation of proposals against the following factors:

**M.5.1 TECHNICAL FACTORS 0-75 POINTS**

**M.5.2 MANAGEMENT CAPABILITY 0-30 POINTS**

Offerors shall submit a management plan and operational plan that will detail its understanding of the requirements and its approach to successfully provide services to satisfy the District's requirements. See Paragraph L.3.3.

**M.5.3 QUALITY AND RETENTION OF PERSONNEL 0-25 POINTS**

Offeror's shall detail its ability to provide and retain trained and qualified personnel as specified in the RFP. See Paragraph L.3.5.

**M.5.4 EXPERIENCE AND PAST PERFORMANCE 0-20 POINTS**

Offeror's shall detail its experience with providing security services as required in the RFP. See Paragraph L.3.9.

**M.5.5 PRICE FACTOR**

**0-25 POINTS**

The price evaluation will be objective. The offeror with the lowest price for the base plus option years will receive the maximum points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times 25 = \text{Evaluated price score}$$

**M.5.6 TOTAL TECHNICAL AND PRICE POINTS**

**100 POINTS**

Technical Score	75 Points
Price Score	25 Points
LSDBE Allowances (Up to 12 Points)	
Local Business Enterprise	4 Points
Disadvantaged Business Enterprise	3 Points
Resident Business Ownership	3 Points
Designated Enterprise Zone Business Enterprise	2 Points
<b>MAXIMUM TOTAL TECHNICAL, PRICE AND LSDBE FACTORS</b>	<b>112 Points</b>

**M.6 DESIGNATION OF SOLICITATION FOR THE SMALL BUSINESS SET ASIDE MARKET ONLY**

This Request for Proposals is designated for certified small business enterprise (SBE) bidders only under the provisions of "The Equal Opportunity for Local, Small and Disadvantaged Business Enterprises of 1998, D.C. Law 12-268 ("the Act") and "The Equal Opportunity for Local, Small and Disadvantaged Businesses Opportunity Amendment Act of 2000 ("the Amendment"), D.C. Law 13-169.

An SBE must be certified as small in the procurement category of **General Services – Guard and Security Services** in order to be eligible to submit a bid in response to this solicitation.

**M.7 SUBCONTRACTING BY CERTIFIED SMALL BUSINESS ENTERPRISES**

- a. When a prime contractor is certified by the Office of Local Business Development (OLBD) as a small business, the prime contractor shall perform at least fifty (50%) percent of the contracting effort, excluding the cost of materials, goods and supplies, with its own organization and resources, and if it subcontracts, fifty percent (50%) of the subcontracting effort, excluding the cost of materials, goods and supplies

shall be with certified local, small, and disadvantaged business enterprises and resident business ownerships unless a waiver is granted by the CO, with the prior approval and consent of the Director of the OLBD, under the provisions of 27 DCMR 805, 39 DCR 9050-9060 (December 4, 1992).

- b. By submitting a signed bid, the prime contractor certifies that it will comply with the requirements of paragraph (a) of this clause.

## **M.8 VENDOR SUBMISSION OF CERTIFICATION**

**M.8.1** Any vendor seeking to submit a bid or proposal as a small business enterprise (SBE) in response to this solicitation must submit one of the following at the time of, as part of its bid or proposal:

- a. A copy of the SBE letter of certification from the Local Business Opportunity Commission (OLBD); or
- b. A copy of the sworn notarized Self-Certification Form prescribed by the OLBD along with an acknowledgement letter issued by the Director of the OLBD.

**M.8.2** Bids or proposals from vendors that are not certified as small business enterprises through one of the means described in subparagraphs (a) or (b) of this clause will not be considered. Bidders must submit the required evidence of certification or self-certification at the time of submission of bids or proposals.

**Attachment J.6** contains the OLBD Certification Application.

**M.8.3** In order to be eligible to submit a bid or proposal, or to receive any preferences under this solicitation, any vendor seeking self-certification must complete and submit the application to:

Office of Local Business Development  
ATTN: LSDBE Certification Program  
441 Fourth Street, N.W., Suite 970N  
Washington, DC 20001

**M.8.4** All vendors are encouraged to contact the Local, Small and Disadvantaged Business Enterprises Certification Program (LSMDBE) at (202) 727-3900 if additional information is required on certification procedures and requirements.

## **M.9 PENALTIES FOR MISREPRESENTATION**

Any material misrepresentation on the sworn notarized self-certification form could result in termination of the contract, the contractor's liability for civil

and criminal action in accordance with the Act, and other District laws, including debarment.

**M.10 PREFERENCES IN THE SBE SET-ASIDE MARKET (FOR EVALUATION PURPOSES ONLY)**

**M.10.1** For evaluation purposes only, a certified small business enterprise (SBE) that is also certified by the OLBD as a local business enterprise (LBE) will receive a four percent (4%) reduction in the bid price for a bid submitted in response to an Invitation for Bids (IFB) or the addition of four points on a 100-point scale added to the overall score for proposals submitted in response to a Request for Proposals (RFP).

**M.10.2** A certified small business that is also certified by the OLBD as a disadvantaged business enterprise (DBE) will receive a three percent (3%) reduction in the bid price for a bid submitted in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted in response to a RFP.

**M.10.3** A certified small business that is also certified by the OLBD as a resident business ownership (RBO), as defined in Section 2(a)(8A) of the Amendment, will receive three percent (3%) reduction in the bid price for a bid submitted in response to an IFB or the addition of three points on a 100-scale added to the overall score for proposals submitted in response to a RFP.

**M.10.4** A certified small business that is also certified by the OLBD as an enterprise zone, as defined in Section 2(5) of the Act and in 27 DCMR 899, 39 DCR 9087-9088 (December 4, 1992), will receive two percent (2%) reduction in the bid price for a bid submitted in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by such business enterprise in response to an RFP.

**M.10.5** The maximum total preference under the SBE Set-Aside Program is twelve percent (12%) reduction in bid price for bids submitted in response to an IFB or the addition of 12 points on a 100-point scale added to the overall score for proposals submitted in response to an RFP. The District shall award the preference points based only on whether the SBE prime contractor is also a LBE, DBE, RBO or business located in an enterprise zone. There shall be no points awarded for subcontracting by the SBE prime contractor to a LBE, DBE, RBO or business located in an enterprise zone.

**M.10.6** If the prime contractor is a certified SBE joint venture that is also certified as a LBE, DBE or RBO joint venture, or if the prime contractor is a certified SBE joint venture that includes a business located in an enterprise zone and such business owns and controls at least fifty-one (51%) of the joint venture, the prime contractor will receive the preference as if it were a LBE, DBE, RBO or business located in an enterprise zone. There shall be no points

awarded for any other joint venture participation by LBEs, DBEs, RBOs or businesses located in an enterprise zone.

**M.11 SBE JOINT VENTURES**

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**M.11.1** A joint venture between a small business enterprise (as defined under Section (6) of the Act and implementing regulations) and another entity shall be eligible to submit a bid or proposal in response to this SBE set-aside solicitation if the joint venture is certified by the OLBD under the provisions of 27 DCMR 817, 39 DCR 9072-9075 (December 4, 1992) or is self-certified under 27 DCMR 818, 39 DCR 9075-9076 (December 4, 1992).

**M.11.2** The OLBD shall certify a joint venture when a SBE affiliates itself with another entity to form a joint venture for a SBE set-aside solicitation if:

- (a) The non-SBE partner demonstrates to the OLBD that its size does not exceed the size limitations set forth in the Act; or
- (b) The OLBD determines that the certification of the joint venture with an entity exceeding the size limitation of the Act would not be detrimental to the SBE set-aside program.

**J.1**

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**LIST OF SECURITY SITES AND TIMES OF REQUIRED SERVICES**

Attachment J-1: Security Sites and Times of Required Services

School	Contract 1 of 2	GENERAL INFORMATION										HOURS							SECURITY FEATURES					STAFFING			
		School Address	Zip Code	Swing Location	PGA	Type	Enrollment	DCPS Sector	RPD Risk Factor	Regular School Hours	Regular School Shifts	Special Activity Hours (estimated)	Regular Weeks	Summer School Hours	Summer School Shifts	Summer School Days	Metal Detector	Video	Alarm System	CCTV	X-RAY	Exterior Lighting	Exits	Security Officer (SO)	Special Officer (SPO)	Supervisory Special Police Officer (SSPO)	Total Security Officers
<b>EDUCATION CENTERS</b>																											
Frederick Johnson	1	4500 BEMING RD SE	20018		ES	276	2	4	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	1		FOCUS 200	28	YES		57		2	1	0	
Harris, Patricia R, EC	1	4500 LEXINGTON RD SE	20019		ES	455	7	4	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2		FOCUS PANEL	28	YES		76		3	1	4	
Wardlaw	1	4500 FORT LINDSEY DR NE	20018		ES	400	4	2	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2		YES INFO GRA 132 +	14	YES		76		3	1	4	
Wentzell	1	5002 PATES ST NE	20010		ES	327	1	2	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2		YES FOCUS PANEL	10	YES				2	2	2	
Wentzell	1	2019 FIRST BRANCH RD NW	20018		ES	488	8	1	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2		YES FOCUS PANEL	14	YES				2	2	2	
Wilson, EGC	1	3100 ERIE ST SE	20018		ES	538	6	2	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2		FOCUS 200	16					2	2	2	
<b>ELEMENTARY SCHOOLS</b>																											
Adams	1	2000 10TH ST NW	20008		ES	276	2	2	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2		YES PENDING (FOCUS)	14					1	1	1	
Arlon	1	533 48TH PL NE	20019		ES	455	7	4	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2		YES PENDING (FOCUS)	14					1	1	1	
Arnold	1	401 1ST SW	20024		ES	400	4	4	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2		YES PENDING (FOCUS)	14					1	1	1	
Bancroft	1	1755 NEWTON ST NW	20010		ES	487	2	2	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2		YES ABM SILENT KNIGH	10	YES				1	1	1	
Barnard	1	430 DE CALVAR ST NW	20011		ES	338	1	1	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2		YES FOCUS PANEL	28					1	1	1	
Bears	1	5800 ALABAMA AVE SE	20020		ES	430	8	1	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2		YES FOCUS PANEL	14					1	1	1	
Banning	1	100 41ST ST NE	20018		ES	232	7	1	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2		YES NONE	14					1	1	1	
Blaney	1	2501 MARTIN LUTHER KING JR AVE SE	20020		ES	493	5	5	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2		YES ABM SILENT KNIGH	14	YES				1	1	1	
Bowen	1	101 M ST SW	20024		ES	299	4	4	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2		YES ABM SILENT KNIGH	14					1	1	1	
Brent	1	130 3RD ST SE	20003		ES	405	4	4	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2		YES FOCUS PANEL	14					1	1	1	
Brightwood	1	1300 NICHOLSON ST NW	20011		ES	465	1	1	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2		YES FOCUS 200	14					1	1	1	
Brookland	1	1502 MICHIGAN AVE NE	20017		ES	301	1	1	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2		YES PENDING (FOCUS)	14					1	1	1	
Brookland	1	1502 MICHIGAN AVE NE	20017		ES	347	2	2	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2		YES PENDING (FOCUS)	14					1	1	1	
Brucce Monroe	1	407 MICHIGAN AVE NE	20017		ES	329	1	1	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2		YES FOCUS PANEL	14					1	1	1	
Bunker-HB	1	1820 HOWARD ST NE	20018		ES	266	7	7	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2		YES FOCUS PANEL	15					1	1	1	
Burroughs	1	801 DIVISION AVE NE	20018		ES	332	7	7	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2		YES FOCUS PANEL	15					1	1	1	
Burke	1	4501 7TH ST NW	20041		ES	290	2	2	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2		YES FOCUS PANEL	16					1	1	1	
Chalk	1	500 BRYANT ST NW	20001		ES	305	3	3	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2		YES ABM SILENT KNIGH	14					1	1	1	
Cleveland	1	50 P ST NW	20001		ES	237	2	2	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2		YES ABM SILENT KNIGH	14					1	1	1	
Cook,J.F	1	50 P ST NW	20001		ES	237	2	2	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2		YES ABM SILENT KNIGH	14					1	1	1	
Cooks H.D.	1	2628 11TH ST NW	20008		ES	364	2	2	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2		YES INFO GRA 132 +	14					1	1	1	
Davis	1	4430 H ST SE	20018		ES	375	6	6	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2		YES FOCUS PANEL	14					1	1	1	
Drew	1	508 WALKER PL SE	20018		ES	263	5	5	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2		YES FOCUS PANEL	14					1	1	1	
Drew	1	508 WALKER PL SE	20018		ES	263	5	5	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2		YES FOCUS PANEL	14					1	1	1	
Edison	1	3301 LOWELL ST NW	20008		ES	240	6	6	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2		YES FOCUS PANEL	14					1	1	1	
Emory	1	1701 91 ST NE	20002		ES	517	8	8	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2		YES FOCUS PANEL	14					1	1	1	
Emory	1	1701 91 ST NE	20002		ES	517	8	8	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2		YES FOCUS PANEL	14					1	1	1	
Farabee Hope	1	3698 8TH ST SE	20003		ES	267	4	4	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2		YES ABM SILENT KNIGH	14					1	1	1	
Farrar AC	1	1410 30TH ST NW	20007		ES	288	4	4	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2		YES FOCUS PANEL	14					1	1	1	
Garfield	1	2025 3RD ST NW	20001		ES	357	3	3	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2		YES INFO GRA 132 +	14					1	1	1	
Garrison	1	245 ALABAMA AVE SE	20020		ES	394	3	3	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2		YES FOCUS PANEL	14					1	1	1	
Gibbs/Paco	1	200 S ST NW	20009		ES	345	3	3	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2		YES FOCUS PANEL	14					1	1	1	
Green	1	500 18TH ST NE	20002		ES	345	2	2	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2		YES FOCUS PANEL	14					1	1	1	
Green	1	1500 MASSACHUSETTS AVE SE	20003		ES	462	7	7	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2		YES FOCUS PANEL	14					1	1	1	
Headley	1	301 13RD ST SE	20018		ES	501	6	6	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2		YES INFO GRA 132 +	14					1	1	1	
Headley	1	301 13RD ST SE	20018		ES	501	6	6	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2		YES INFO GRA 132 +	14					1	1	1	
Hendrix	1	3625 17TH ST NW	20018		ES	148	8	8	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2		YES FOCUS 200	14					1	1	1	
Hendrix	1	1100 6TH ST NE	20002		ES	345	5	5	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2		YES FOCUS PANEL	14					1	1	1	
Hendrix	1	1100 6TH ST NE	20002		ES	345	5	5	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2		YES FOCUS PANEL	14					1	1	1	
Hendrix	1	1100 6TH ST NE	20002		ES	345	5	5	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2		YES FOCUS PANEL	14					1	1	1	
Hendrix	1	1100 6TH ST NE	20002		ES	345	5	5	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2		YES FOCUS PANEL	14					1	1	1	
Hendrix	1	1100 6TH ST NE	20002		ES	345	5	5	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2		YES FOCUS PANEL	14					1	1	1	
Hendrix	1	1100 6TH ST NE	20002		ES	345	5	5	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2		YES FOCUS PANEL	14					1	1	1	
Hendrix	1	1100 6TH ST NE	20002		ES	345	5	5	7:30-4:00		7:00-10:00																

Attachment J-1: Security Sites and Times of Required Services

School	Contract #	GENERAL INFORMATION				HOURS							SECURITY FEATURES					STAFFING								
		School Address	Zip Code	Swing Location	PGA	Type	Enrollment	DPS Sector	RPD Risk Factor	Regular School Hours	Regular School Shiba	Special Activity Hours (estimated)	Regular Weeks	Summer School Hours	Summer Shifts	Summer School Days	Metal Detector	Video	Alarm System	CCTV	X-RAY	Exterior Lighting	Exit	Special Police Officer (SPO)	Supervisory Special Police Officer (SSPO)	Total Security Officers
Waver	1	601 15TH ST NE	20022		193	ES	508	7		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	26		YES	FOCUS PANEL	26							
Monterey	2	471 P ST NW	20021		308	ES	265	3		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	26		YES	ABM SILENT KNIG	16							
Moran	3	1545 MORRIS RD SE	20020		703	ES	380	4		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	26		YES	ABM SILENT KNIG	14							
Murch	4	4910 26TH ST NW	20008		604	ES	488	6		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	26		YES	PENDING 01	14							
Nalle	5	218 90TH ST SE	20019		203	ES	350	7		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	26		YES	FOCUS 200	14							
Naves	6	1401 BRENTWOOD RD NE	20002		605	ES	184	3		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	26		YES	FOCUS PANEL	28							
Ort	7	2200 WADSWORTH AVE SE	20006		602	ES	423	6		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	26		YES	PENDING 01	14							
Oxley	8	2601 CALVERT ST NW	20006		204	ES	402	2		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	26		YES	FOCUS 200	14							
Park View	9	1360 WANDER ST NW	20010		204	ES	348	2		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	26		YES	FOCUS PANEL	28							
Parkinson	10	4600 LIVINGSTON RD SE	20002		706	ES	295	4		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	26		YES	FOCUS PANEL	14							
Pavane	11	320 13TH ST NE	20003		103	ES	288	6		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	26		YES	FOCUS PANEL	14							
Peabody	12	424 C ST NE	20003		102	ES	154	7		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	26		YES	FOCUS PANEL	14							
Plummer	13	4601 TEXAS AVE SE	20019		604	ES	380	6		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	26		YES	ABM SILENT KNIG	14							
Powell	14	1350 UPBUSH ST NW	20011		404	ES	318	1		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	26		YES	FOCUS 200	14							
Racine Highlands	15	1650 20TH ST SE	20020		605	ES	403	6		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	26		YES	HOLD (CONST)	28							
Ridgeway	16	315 SPRING RD NW	20010		404	ES	403	2		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	26		YES	ABM SILENT KNIG	15							
Riverview	17	2200 CHAMPLAIN ST NW	20006		303	ES	413	2		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	26		YES	INFOG GRA 132 *	14							
River Terrace	18	420 14TH ST NE	20019		603	ES	251	7		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	26		YES	PENDING 01	14							
River	19	1250 R ST NW	20006		308	ES	184	2		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	26		YES	PENDING 01	14							
Rudolph	20	5200 2ND ST NW	20011		403	ES	488	1		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	26		YES	FOCUS PANEL	14							
Sandy	21	2403 HANNOON PL NE	20020		703	ES	380	5		7:30-4:00		39	1:00-7:00	1			YES	ABM SILENT KNIG	14							
Shapiro	22	1903 10TH ST NW	20001		307	ES	427	3		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	26		YES	FOCUS 200	14							
Shaw	23	5601 EAST CAPITOL ST	20019		604	ES	181	6		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	26		YES	FOCUS 200	14							
Shaw	24	301 DOUGLAS ST NE	20012		501	ES	307	3		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	26		YES	ABM SILENT KNIG	14							
Shaw	25	7800 14TH ST NW	20012		401	ES	351	8		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	26		YES	ABM SILENT KNIG	14							
Shaw	26	401 WASSUPHUR AVE NE	20017		705	ES	364	5		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	26		YES	INFOG GRA 132 *	14							
Shaw	27	1604 JACKSON ST NE	20017		502	ES	308	3		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	26		YES	PENDING 01	14							
Shaw	28	602 24TH ST NE	20018		602	ES	244	6		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	26		YES	PENDING 01	14							
Shaw	29	2101 NALCOR RD SE	20026		702	ES	578	2		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	26		YES	FOCUS PANEL	14							
Shaw	30	1500 31ST ST NW	20006		309	ES	383	2		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	26		YES	FOCUS PANEL	14							
Shaw	31	4501 CALVERT ST NW	20007		204	ES	213	6		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	26		YES	ABM SILENT KNIG	15							
Shaw	32	1501 WHEELER RD SE	20032		705	ES	284	5		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	26		YES	INFOG GRA 132 *	14	YES						
Shaw	33	1507 NANCY AVE NE	20019		401	ES	347	7		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	26		YES	FOCUS PANEL	14							
Shaw	34	315 G ST NE	20022		102	ES	285	2		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	26		YES	FOCUS PANEL	20							
Shaw	35	403 WOBURN ST NW	20011		403	ES	423	1		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	26		YES	FOCUS PANEL	14							
Shaw	36	300 WOBURN ST NW	20010		302	ES	546	2		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	26		YES	INFOG GRA 132 *	14							
Shaw	37	3101 17TH ST NW	20028		704	ES	484	5		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	26		YES	ABM SILENT KNIG	14							
Shaw	38	384 STANTON RD SE	20028		108	ES	276	4		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	26		YES	INFOG GRA 132 *	14							
Shaw	39	1001 G ST SE	20005		105	ES	177	4		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	26		YES	FOCUS 200	14							
Shaw	40	1130 3TH ST SE	20001		101	ES	528	3		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	26		YES	INFOG GRA 132 *	14							
Shaw	41	101 G ST NW	20001		106	ES	528	3		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	26		YES	INFOG GRA 132 *	14							
Shaw	42	403 17TH ST SE	20002		106	ES	266	4		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	26		YES	FOCUS 200	14							
Shaw	43	1138 FARRAGUT ST NW	20011		804	ES	366	7		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	26		YES	FOCUS 200	17							
Shaw	44	1238 FARRAGUT ST NW	20011		803	ES	366	7		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	26		YES	FOCUS PANEL	14							
Shaw	45	1238 FARRAGUT ST NW	20011		804	ES	366	7		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	26		YES	FOCUS PANEL	14							
Shaw	46	1238 FARRAGUT ST NW	20011		803	ES	366	7		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	26		YES	FOCUS PANEL	14							
Shaw	47	6201 3TH ST NW	20011		622	ES	413	3		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	26		YES	FOCUS PANEL	17							
Shaw	48	230 POWERS RD SE	20020		703	ES	417	5		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	26		YES	FOCUS PANEL	14							
Shaw	49	860 K ST NE	20002		102	ES	416	3		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	26		YES	FOCUS PANEL	14							
Shaw	50	829 26TH ST NE	20002		102	ES	428	7		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	26		YES	FOCUS PANEL	14							
JUNIOR HIGH SCHOOLS																										
Bivona	2	620 28TH ST NE	20002		504	JHS	509	7	3	7:30-4:00		39	7:30-1:30, 1:00-7:00	2	26		1	FOCUS 200	26	YES				4	1	
Dual	3	3816 FORT DR NW	20002		202	JHS	840	6	1	7:30-4:00		39	7:30-1:30	1	20		3	FOCUS 200	26	YES			17	2	2	
Elm	4	2830 CONSTITUTION AVE NE	20002		103	JHS	333	7	2	7:30-4:00		39	7:30-1:30, 1:00-7:00	2	26		1	FOCUS 200	26	YES			25	2	2	
France	5	2429 N ST NW	20008		207	JHS	395	6	2	7:30-4:00		39	7:30-1:30, 1:00-7:00	2	26		1	FOCUS 200	26	YES			22	2	2	
Hive	6	335 8TH ST SE	20001																							

Attachment J-1: Security Sites and Times of Required Services

School	Contract # or 2	GENERAL INFORMATION										HOURS										SECURITY FEATURES						STAFFING		
		School Address	Zip Code	Swing Location	PSA	Type	Enrollment	DPS Sector	MPD Risk Factor	Regular School Hours	Regular School Shifts	Special Activity Hours (afterward)	Regular Weeks	Summer School Hours	Summer School Shifts	Summer School Days	Video	Alarm System	CCTV	X-RAY	Exterior Lighting	Exit	Security Officer (SO) / Police Officer (PO)	Supervisory Special (SSPO)	Total Security Officers					
<b>SENIOR HIGH SCHOOLS</b>																														
Hardy	2	1119 35TH ST NW	20007		MS	410	8	1	7:30-4:00		7:00-10:30	39				1	FOCUS 200	28	YES	18	2									
Hart	2	601 MISSISSIPPI AVE SE	20032		MS	557	5	2	7:30-4:00		7:00-10:30	39				1	FOCUS 200	16	YES	26	2									
Kelly Miller	2	217 4TH ST NE			MS	416	6	1	7:30-4:00		7:00-10:30	39				1	FOCUS 200	14	YES	10	3									
Kramer	2	1000 G ST SE	20020		MS	400	4	3	7:30-4:00		7:00-10:30	39				1	FOCUS 200	18	YES	16	2									
Lincoln	2	1400 PERRY ST NE	20018		MS	321	2	3	7:30-4:00		7:00-10:30	39				1	INFOG GRA 131 +	PENDING	NA	NA	3									
Mapleland	2	440 IOWA AVE NW	20011		MS	635	1	3	7:30-4:00		7:00-10:30	39				2	FOCUS 200	26	YES	20	3									
Sousa	2	3650 ELY SE	20019		MS	405	6	2	7:30-4:00		7:00-10:30	39				2	FOCUS 200	21	YES	27	3									
Stuart-Hobson	2	410 E ST NE	20002		MS	410	7	1	7:30-4:00		7:00-10:30	39				1	INFOG GRA 132 +	15	YES	10	2									
Anastasia	2	1801 16TH ST SE			SHS	618	4	4	7:00-7:00	Multiple	7:00-11:00	39				3	FOCUS 200	49	YES	78	5									
Babson SHS	2	3401 4TH ST SE			SHS	1,093	5	3	7:00-7:00	Multiple	7:00-11:00	39				2	INFOG GRA 132 +	52	YES	80	6									
Barntree	2	800 EUCLOD ST NW			SHS	412	2	1	7:00-7:00	Multiple	7:00-11:00	39				1	INFOG GRA 132 +	16	YES	10	7									
Bel Multicultural	2	3145 HATT PL NW			SHS	723	2	2	7:00-7:00	Multiple	7:00-11:00	39				1	INFOG GRA 132 +	28	YES	11	4									
Cardozo	2	1300 CLIFTON ST NW			SHS	814	2	2	7:00-7:00	Multiple	7:00-11:00	39				2	INFOG GRA 132 +	66	YES	30	4									
Coastline	2	5515 5TH ST NW			SHS	785	8	2	7:00-7:00	Multiple	7:00-11:00	39				3	ABM SILENT KING	28	NONE	72	4									
Dunbar	2	1301 NEW JERSEY AVE NW			SHS	912	3	3	7:00-7:00	Multiple	7:00-11:00	39				2	FOCUS 200	28	YES	24	5									
Eaton	2	1700 EAST CAPITOL ST			SHS	911	7	4	7:00-7:00	Multiple	7:00-11:00	39				2	FOCUS 200	29	YES	20	2									
Ellington Arts	2	1608 25TH ST NW			SHS	457	8	1	7:00-7:00	Multiple	7:00-11:00	39				1	ABM SILENT KING	PENDING	YES	48	1									
Luke Moore Academy	2	1001 MONROE ST NE			SHS	275	3	2	7:00-7:00	Multiple	7:00-11:00	39				2	FOCUS 200	16	YES	16	2									
M.M. Washington	2	717 O ST NW			SHS	280	3	1	7:00-7:00	Multiple	7:00-11:00	39				3	FOCUS 200	105	YES	4	4									
Mckinley	2	1517 T ST NE			SHS	CLOSED				Multiple	7:00-11:00	39				3	FOCUS 200	105	YES	4	4									
Phelps	2	504			SHS					Multiple	7:00-11:00	39				3	FOCUS 200	105	YES	4	4									
Roostvelt	2	4001 13TH ST NW			SHS	783	1	4	7:00-7:00	Multiple	7:00-11:00	39				2	INFOG GRA 132 +	26	YES	4	4									
School without Walls	2	7130 G ST NW			SHS	325	2	2	7:00-7:00	Multiple	7:00-11:00	39				0	ABM SILENT KING	16	NONE	5	1									
Spartan	2	2503 BENNING RD NE			SHS	573	7	4	7:00-7:00	Multiple	7:00-11:00	39				2	ABM SILENT KING	28	YES	22	4									
Woodrow Wilson	2	3603 CHEAPEAKE ST NW			SHS	1,442	6	2	7:00-7:00	Multiple	7:00-11:00	39				2	FOCUS 200	28	YES	23	5									
Woodson, HD	2	5000 EADS ST NE			SHS	695	6	3	7:00-7:00	Multiple	7:00-11:00	39				2	FOCUS 200	28	YES	28	5									
<b>STAY PROGRAMS</b>																														
Babson STAY	2	3401 4TH ST SE			STAY	400	1	1	1:00-9:00			39				1	INFOG GRA 132 +													
Roostvelt STAY	2	4001 13TH ST NW			STAY	404	1	1	1:00-9:00			39				2	ABM SILENT KING	YES												
Spartan STAY	2	2503 Benning Rd, NE			STAY	577	7	1	1:00-9:00			39				2	ABM SILENT KING	YES												
<b>SPECIAL EDUCATION SCHOOLS</b>																														
Shaw Health School	1	5300 13th St, NW			Spec / Spec / Spec/Spec	226	1	1	7:00-7:00			39	7:30-1:30, 1:00-7:00	2	28		FOCUS PANEL	18												
Hamilton Alternative	1	1401 Birchwood Point, NE			Behavioral	72	3	1	1:00-9:00			39	7:30-1:30	1	28		INFOG GRA 132 +	28												
Lee, Martin	1	100 Gresham St, NE			Spec/Spec	101	1	1	1:00-9:00			39	7:30-1:30	1	28		FOCUS PANEL	18												
<b>ALTERNATIVE SCHOOLS</b>																														
Prospect ESC/Golding	1	820 F St, NE			Elementary School	98			7:30-4:00			39					YES PENDING (FOCUS)	18												
Ross School	1	4620 Howard St, NW	20018		Spec				7:30-4:00																					
Jacobs Robinson Center	1	6135 Nevada Ave, NE	20011		Spec				N/A-private special ed																					
Paul Robinson Center	1	3700 10th St, NW	20010		Spec				N/A-private special ed																					
<b>OTHER</b>																														
Omni HR	NA	DAK HILL DR LAUREL, MD			Adjustment Facility	164						52	7:30-1:30	1	26															
Douglas Choice	2	2800 DOUGLASS RD SE			SHS	17	4		7:00-7:00	Yes	7:00-10:30	39				1	FOCUS 200	28												
Tech Choice	2	1800 PERRY ST NE			JHS	80	1		7:30-4:00			39	7:30-1:30	1	26		INFOG GRA 132 +	28	YES	YES										
<b>TRANSPORTATION LOTS</b>																														
Food Services/Security Penn Center		3533 V St, NE			Admin				8 hour shift			52					FOCUS 200	32												
Summer		1201 17th St, NW			Admin				8 hour shift			52						18												
Headquarters		625 North Capitol Street NE			Museum				8 hour shift			52						0												
Logan Center		215 G St, NE			Admin				8 hour shift			52						28												
Logan Center Annex		215 G St, NE			Admin				8 hour shift			52						14												
2nd and L Street		202 L Street SE			Trans				24 hours			52						5												
5th and Rippled Island		2115 5th Street NE			Trans				24 hours			52						12		YES										
M Street and First Street		5345 M Street SE			Trans				24 hours			52						16												

Attachment J-1: Security Sites and Times of Required Services

GENERAL INFORMATION				HOURS							SECURITY FEATURES					STAFFING																																	
School	Contractor 1 or 2	School Address	Zip Code	Swing Location	PSA	Type	Enrollment	DCPS Sector	MPD Risk Factor	Regular School Hours	Regular School Shifts	Special Activity Hours (estimated)	Regular Weeks	Summer School Hours	Summer Shifts	Summer School Days	Metal Detector	Video	Alarm System	CCTV	X-RAY	Exterior Lighting	Exits	Security Officer (SO) / Special Police Officer (SPO)	Supervisory Special Police Officer (SSPO)	Total Security Officers																							
New York Avenue Admin Plaza		1433 New York Ave. NE 2000 Adams Pl. NE			504	Trans Admin/ Warehouse				24 hours			52							16					1		253																						
<b>TOTAL</b>																																																231	267

Management	Special Operators (Investigations, Gang, SAVE, FSO, Admin & Transportation Facilities)	Regular School Counts	Summer School - Elementary	Summer School - Ed Center	Summer School - Alternative (Juni)	Summer School - Middle / Junior	Summer School - High Schools	Summer School - Special Ed	Special Activities - Elementary & Educational Centers	Special Activities - Middle, Junior High, & Alternative	Special Activities - High Schools	Special Activities - School Board
52 weeks / year	52 weeks / year	38 weeks / year	26 days / year	26 days / year	26 days / year	26 days / year	27 days / year	26 Days / year	Average of 0.3 events / week	Average of 1 event / week	Average of 3 events / week	9 events per month / 10 months per year
NA	NA	See above per location	1 SO @ 50 schools with 2 shifts & 3 schools with 1 shift	2 SOs (metal detectors @ all, except where there is an SSPO during year (see details, above), in which case, 1 SO & 1 SSPO	2 SOs	2 SOs (metal detectors @ all, except where there is an SSPO during year (see details, above), in which case, 1 SO & 1 SSPO	1 SSPO & 2 SOs per school	1 SO @ 4 schools	2 SOs with metal detectors or 1 SO if none	2 SOs	Hall of the total number of regular hour SO FTEs (More than 1 per school)	2 SOs

- NOTES:
- A) Regular school hours provided by DCPS Security Director.
  - B) Summer school data collected from 2004 Summer School Program, administered by DC After School For All (www.dcsa.com).
  - C) Special activity hours for high schools estimated by DCPS Security Director. For other schools, MPD assumed 3.5 hours for junior, middle, and alternative schools, and 3 hours for elementary and ed centers, based on the assumption that younger students have shorter special activities. See table below for estimated number of activities per week.
  - D) The number of on-site hours are based on data provided by DCPS security contract and MPD risk assessment.
  - E) Otherwise, hours and FTEs were calculated based on the following assumptions:
    - 1) **Shift Type or Location (per school):** Hours calculated based on 1 SO & SSPO FTEs per shift in warehouse.
    - 2) **Management:** 52 weeks / year
    - 3) **Special Operators (Investigations, Gang, SAVE, FSO, Admin & Transportation Facilities):** 52 weeks / year
    - 4) **Regular School Counts:** 38 weeks / year
    - 5) **Summer School - Elementary:** 26 days / year
    - 6) **Summer School - Ed Center:** 26 days / year
    - 7) **Summer School - Alternative (Juni):** 26 days / year
    - 8) **Summer School - Middle / Junior:** 26 days / year
    - 9) **Summer School - High Schools:** 27 days / year
    - 10) **Summer School - Special Ed:** 26 Days / year
    - 11) **Special Activities - Elementary & Educational Centers:** Average of 0.3 events / week
    - 12) **Special Activities - Middle, Junior High, & Alternative:** Average of 1 event / week
    - 13) **Special Activities - High Schools:** Hall of the total number of regular hour SO FTEs (More than 1 per school)
    - 14) **Special Activities - School Board:** 9 events per month / 10 months per year
- In addition:
- F) Employees will be supervised by a Cluster Supervisor as follows: 1 for investigation, 1 for Facilities Security Officers, and 1 for each ROC per contract (for a total of 6 ROC Cluster supervisors).
  - G) The Gang Unit & SAVE Team will be supervised by a sworn MPD member.
  - H) Facilities Security Officers were allocated based on the following assumptions about hours of coverage needed:
    - 10 Federal holiday/year X 24 hours = 240
    - 52 weeks/year X 24 hours X 2 days = 2,496
    - 38 weeks/year (school in session) X 14.5 hours (schools official) 2,829
    - 13 weeks/year (school not in session) X 24 hours X 7 days/week = 2,184
    - 4 FTEs X 2 per unit X 3 ROCS = 24 FTEs
    - 1) Transportation facilities will have 1 FTE per shift.

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**WAGE DETERMINATION**

94-2103 DC, DISTRICT-WIDE

06/08/04

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WASHINGTON D.C. 20210

William W. Gross                      Division of  
Director                              Wage Determinations

Wage Determination No.: 1994-2103  
Revision No.: 32  
Date Of Last Revision: 05/27/2004

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	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	11.73
01012 - Accounting Clerk II	12.75
01013 - Accounting Clerk III	14.49
01014 - Accounting Clerk IV	16.50
01030 - Court Reporter	16.50
01050 - Dispatcher, Motor Vehicle	16.50
01060 - Document Preparation Clerk	12.75
01070 - Messenger (Courier)	10.23
01090 - Duplicating Machine Operator	12.75
01110 - Film/Tape Librarian	14.65
01115 - General Clerk I	11.68
01116 - General Clerk II	13.72
01117 - General Clerk III	15.32
01118 - General Clerk IV	18.74
01120 - Housing Referral Assistant	19.04
01131 - Key Entry Operator I	11.73
01132 - Key Entry Operator II	12.75
01191 - Order Clerk I	14.74
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	13.05
01262 - Personnel Assistant (Employment) II	14.49
01263 - Personnel Assistant (Employment) III	16.50
01264 - Personnel Assistant (Employment) IV	19.60
01270 - Production Control Clerk	17.82
01290 - Rental Clerk	15.42
01300 - Scheduler, Maintenance	15.26
01311 - Secretary I	15.26
01312 - Secretary II	16.56
01313 - Secretary III	19.04
01314 - Secretary IV	20.52
01315 - Secretary V	23.47
01320 - Service Order Dispatcher	15.82
01341 - Stenographer I	14.68
01342 - Stenographer II	16.47
01400 - Supply Technician	20.52
01420 - Survey Worker (Interviewer)	14.94

01460 - Switchboard Operator-Receptionist	10.96
01510 - Test Examiner	16.56
01520 - Test Proctor	16.56
01531 - Travel Clerk I	11.63
01532 - Travel Clerk II	12.49
01533 - Travel Clerk III	13.41
01611 - Word Processor I	12.75
01612 - Word Processor II	14.49
01613 - Word Processor III	16.65
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	14.15
03041 - Computer Operator I	14.49
03042 - Computer Operator II	16.50
03043 - Computer Operator III	18.60
03044 - Computer Operator IV	20.52
03045 - Computer Operator V	23.22
03071 - Computer Programmer I (1)	19.64
03072 - Computer Programmer II (1)	23.33
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	14.49
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	22.73
05010 - Automotive Glass Installer	17.88
05040 - Automotive Worker	17.88
05070 - Electrician, Automotive	18.95
05100 - Mobile Equipment Servicer	15.69
05130 - Motor Equipment Metal Mechanic	19.98
05160 - Motor Equipment Metal Worker	17.88
05190 - Motor Vehicle Mechanic	20.07
05220 - Motor Vehicle Mechanic Helper	16.81
05250 - Motor Vehicle Upholstery Worker	17.88
05280 - Motor Vehicle Wrecker	17.88
05310 - Painter, Automotive	18.95
05340 - Radiator Repair Specialist	17.88
05370 - Tire Repairer	14.43
05400 - Transmission Repair Specialist	19.98
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.01
07010 - Baker	11.87
07041 - Cook I	10.93
07042 - Cook II	12.46
07070 - Dishwasher	9.76
07130 - Meat Cutter	16.07
07250 - Waiter/Waitress	8.59
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	18.05
09040 - Furniture Handler	12.55
09070 - Furniture Refinisher	18.05
09100 - Furniture Refinisher Helper	13.85
09110 - Furniture Repairer, Minor	16.01
09130 - Upholsterer	18.05
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.67
11060 - Elevator Operator	9.79
11090 - Gardener	14.27
11121 - House Keeping Aid I	9.83

11122 - House Keeping Aid II	10.32
11150 - Janitor	10.12
11210 - Laborer, Grounds Maintenance	11.65
11240 - Maid or Houseman	9.83
11270 - Pest Controller	12.44
11300 - Refuse Collector	11.69
11330 - Tractor Operator	14.00
11360 - Window Cleaner	10.51
12000 - Health Occupations	
12020 - Dental Assistant	16.90
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	14.39
12071 - Licensed Practical Nurse I	15.86
12072 - Licensed Practical Nurse II	17.79
12073 - Licensed Practical Nurse III	19.92
12100 - Medical Assistant	12.94
12130 - Medical Laboratory Technician	16.07
12160 - Medical Record Clerk	13.60
12190 - Medical Record Technician	14.97
12221 - Nursing Assistant I	9.31
12222 - Nursing Assistant II	10.48
12223 - Nursing Assistant III	11.94
12224 - Nursing Assistant IV	13.40
12250 - Pharmacy Technician	11.84
12280 - Phlebotomist	12.33
12311 - Registered Nurse I	24.92
12312 - Registered Nurse II	28.94
12313 - Registered Nurse II, Specialist	28.94
12314 - Registered Nurse III	34.48
12315 - Registered Nurse III, Anesthetist	34.48
12316 - Registered Nurse IV	41.33
3000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	20.85
13011 - Exhibits Specialist I	17.98
13012 - Exhibits Specialist II	23.33
13013 - Exhibits Specialist III	27.29
13041 - Illustrator I	18.73
13042 - Illustrator II	23.42
13043 - Illustrator III	28.82
13047 - Librarian	23.59
13050 - Library Technician	17.18
13071 - Photographer I	14.67
13072 - Photographer II	17.18
13073 - Photographer III	21.52
13074 - Photographer IV	26.05
13075 - Photographer V	29.15
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.71
15030 - Counter Attendant	8.71
15040 - Dry Cleaner	10.03
15070 - Finisher, Flatwork, Machine	8.71
15090 - Presser, Hand	8.71
15100 - Presser, Machine, Drycleaning	8.71
15130 - Presser, Machine, Shirts	8.71
15160 - Presser, Machine, Wearing Apparel, Laundry	8.71
15190 - Sewing Machine Operator	10.77
15220 - Tailor	12.43
15250 - Washer, Machine	9.31
9000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	18.95
19040 - Tool and Die Maker	23.05

21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	19.38
21020 - Material Coordinator	18.47
1030 - Material Expediter	18.47
21040 - Material Handling Laborer	11.50
21050 - Order Filler	13.21
21071 - Forklift Operator	14.58
21080 - Production Line Worker (Food Processing)	14.48
21100 - Shipping/Receiving Clerk	13.09
21130 - Shipping Packer	13.09
21140 - Store Worker I	9.06
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.05
21210 - Tools and Parts Attendant	16.99
21400 - Warehouse Specialist	15.76
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	22.24
23040 - Aircraft Mechanic Helper	14.71
23050 - Aircraft Quality Control Inspector	23.43
23060 - Aircraft Servicer	17.82
23070 - Aircraft Worker	18.09
23100 - Appliance Mechanic	18.95
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	24.68
23130 - Carpenter, Maintenance	18.95
23140 - Carpet Layer	17.61
23160 - Electrician, Maintenance	22.59
23181 - Electronics Technician, Maintenance I	17.65
23182 - Electronics Technician, Maintenance II	21.92
23183 - Electronics Technician, Maintenance III	23.87
23260 - Fabric Worker	16.55
3290 - Fire Alarm System Mechanic	19.98
23310 - Fire Extinguisher Repairer	15.69
23340 - Fuel Distribution System Mechanic	20.93
23370 - General Maintenance Worker	17.28
23400 - Heating, Refrigeration and Air-Conditioning Mechanic	19.61
23430 - Heavy Equipment Mechanic	19.98
23440 - Heavy Equipment Operator	20.76
23460 - Instrument Mechanic	19.98
23470 - Laborer	12.97
23500 - Locksmith	18.95
23530 - Machinery Maintenance Mechanic	20.51
23550 - Machinist, Maintenance	21.52
23580 - Maintenance Trades Helper	14.54
23640 - Millwright	21.67
23700 - Office Appliance Repairer	18.95
23740 - Painter, Aircraft	21.29
23760 - Painter, Maintenance	18.95
23790 - Pipefitter, Maintenance	22.12
23800 - Plumber, Maintenance	20.99
23820 - Pneudraulic Systems Mechanic	19.98
23850 - Rigger	19.98
23870 - Scale Mechanic	17.88
23890 - Sheet-Metal Worker, Maintenance	19.98
23910 - Small Engine Mechanic	20.05
23930 - Telecommunication Mechanic I	21.35
23931 - Telecommunication Mechanic II	22.50
23950 - Telephone Lineman	20.93
23960 - Welder, Combination, Maintenance	19.98
23965 - Well Driller	19.98
23970 - Woodcraft Worker	19.98

23980 - Woodworker	15.32
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.37
24580 - Child Care Center Clerk	15.86
24600 - Chore Aid	9.29
24630 - Homemaker	16.45
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	22.20
25040 - Sewage Plant Operator	19.52
25070 - Stationary Engineer	22.20
25190 - Ventilation Equipment Tender	13.85
25210 - Water Treatment Plant Operator	19.72
27000 - Protective Service Occupations	
(not set) - Police Officer	22.74
27004 - Alarm Monitor	16.79
27006 - Corrections Officer	17.69
27010 - Court Security Officer	20.31
27040 - Detention Officer	18.29
27070 - Firefighter	20.59
27101 - Guard I	10.46
27102 - Guard II	13.78
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	18.44
28020 - Hatch Tender	18.44
28030 - Line Handler	18.44
28040 - Stevedore I	17.34
28050 - Stevedore II	19.56
29000 - Technical Occupations	
21150 - Graphic Artist	20.74
29010 - Air Traffic Control Specialist, Center (2)	30.83
29011 - Air Traffic Control Specialist, Station (2)	21.26
29012 - Air Traffic Control Specialist, Terminal (2)	23.42
29023 - Archeological Technician I	15.52
29024 - Archeological Technician II	17.35
29025 - Archeological Technician III	21.94
29030 - Cartographic Technician	23.33
29035 - Computer Based Training (CBT) Specialist/ Instructor	28.42
29040 - Civil Engineering Technician	21.52
29061 - Drafter I	13.01
29062 - Drafter II	16.29
29063 - Drafter III	18.30
29064 - Drafter IV	23.33
29081 - Engineering Technician I	16.15
29082 - Engineering Technician II	18.75
29083 - Engineering Technician III	22.54
29084 - Engineering Technician IV	25.86
29085 - Engineering Technician V	31.62
29086 - Engineering Technician VI	38.26
29090 - Environmental Technician	19.29
29100 - Flight Simulator/Instructor (Pilot)	22.59
29160 - Instructor	24.57
29210 - Laboratory Technician	18.56
29240 - Mathematical Technician	23.44
29361 - Paralegal/Legal Assistant I	20.03
29362 - Paralegal/Legal Assistant II	24.82
29363 - Paralegal/Legal Assistant III	30.35
29364 - Paralegal/Legal Assistant IV	36.73
29390 - Photooptics Technician	23.33
29480 - Technical Writer	25.95
29491 - Unexploded Ordnance (UXO) Technician I	19.59

29492 - Unexploded Ordnance (UXO) Technician II	23.71
29493 - Unexploded Ordnance (UXO) Technician III	28.41
29494 - Unexploded (UXO) Safety Escort	19.59
29495 - Unexploded (UXO) Sweep Personnel	19.59
29620 - Weather Observer, Senior (3)	21.32
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	18.30
29622 - Weather Observer, Upper Air (3)	18.30
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	15.95
31260 - Parking and Lot Attendant	8.62
31290 - Shuttle Bus Driver	13.45
31300 - Taxi Driver	12.09
31361 - Truckdriver, Light Truck	13.45
31362 - Truckdriver, Medium Truck	17.09
31363 - Truckdriver, Heavy Truck	18.40
31364 - Truckdriver, Tractor-Trailer	18.40
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	9.53
99030 - Cashier	8.93
99041 - Carnival Equipment Operator	12.35
99042 - Carnival Equipment Repairer	13.30
99043 - Carnival Worker	8.31
99050 - Desk Clerk	9.78
99095 - Embalmer	19.04
99300 - Lifeguard	10.30
99310 - Mortician	23.79
99350 - Park Attendant (Aide)	12.93
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	10.11
99500 - Recreation Specialist	15.94
99510 - Recycling Worker	15.47
99610 - Sales Clerk	10.94
99620 - School Crossing Guard (Crosswalk Attendant)	11.37
99630 - Sport Official	11.24
99658 - Survey Party Chief (Chief of Party)	18.05
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	17.16
99660 - Surveying Aide	11.22
99690 - Swimming Pool Operator	13.93
99720 - Vending Machine Attendant	10.73
99730 - Vending Machine Repairer	13.93
99740 - Vending Machine Repairer Helper	11.34

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a 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 PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as

numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) 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.

\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\*

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

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.

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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.

J.3

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**STANDARD CONTRACT PROVISIONS**

**GOVERNMENT OF THE DISTRICT OF COLUMBIA**

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**STANDARD CONTRACT PROVISIONS**

**FOR USE WITH**

**DISTRICT OF COLUMBIA GOVERNMENT  
SUPPLY AND SERVICES CONTRACTS**

**April 2003**

**OFFICE OF CONTRACTING AND PROCUREMENT  
SUITE 700 SOUTH  
441 4<sup>th</sup> STREET, NW  
WASHINGTON, D.C. 20001**

STANDARD CONTRACT PROVISIONS

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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 government shall 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.

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.

3. **Order Of Precedence And Contract:**

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: The Schedule, the Specifications, the Special Conditions, the General Conditions. The Bid/Request for Proposal, with respect to all items accepted, and all papers accompanying the same, including the Schedule and continuation sheets, if any, the Specifications; the Instructions to Bidders, these General Conditions, and other papers and documents referred to in any of the foregoing, shall constitute the formal contract between the bidder/offeror and the District; PROVIDED THAT any such contract in excess of \$1, 000,000, shall not be binding or give rise to any claim or demand against the said District until approved by the Mayor or his designated representative.

4. **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 un-patented 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 this contract.

5. **Quality:**

Unless otherwise specified, all materials used for the manufacture or construction of any supplies covered by this bid/proposal shall be new and of the best quality and the workmanship shall be of the highest grade. The use of the name of a manufacturer or of any special brand or make in describing any item in this bid/proposal does not restrict bidder/offeror to that manufacturer, or specific brand or make; the reference thereto indicates the character or quality of article desired, but articles on which bids/proposals are submitted must be equal to those referred to. Bidders/offerors offering any article other than the specific make, brand or manufacture named in this solicitation must so state in each instance, otherwise the bid/proposal will be considered as being based upon furnishing the specific make, brand or manufacture named in the solicitation.

6. **Inspection Of Supplies:**

- (a) **Definition.** "Supplies," as used in this clause, includes, but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.
- (b) 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.
- (c) 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 shall 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.
- (d) 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 shall bear the expense of District inspections or tests made at other than Contractor's or subcontractor's premise; provided, that in case of rejection, the District shall not be liable for any reduction in the value of inspection or test samples.

- (e) (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.
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- (2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes re-inspection or retest necessary.
- (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 or otherwise not in conformity with contract requirements. The District may reject nonconforming supplies with or without disposition instructions.
- (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 promptly remove, replace, or correct rejected supplies that are required to be replaced or corrected, 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) (1) 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.
- (2) 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 workdays of advance notification if the District representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.
- (j) The District shall 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.
- (k) Inspections and tests by the District do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

- (l) If acceptance is not conclusive for any of the reasons in paragraph (k) 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 nonconforming 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 shall have the right to contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the District thereby.

**7. 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 shall 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 not increase in contract amount. When the defects in services cannot be corrected by performance, the District may (1) 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.

- (f) If the Contractor fails to promptly perform the services again or take the necessary action 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 that is directly related to the performance of such services, or (2) terminate the contract for default.
- 

**8. Waiver:**

The waiver of any breach of the contract will not constitute a waiver of any subsequent breach thereof, nor a waiver of the contract.

**9. 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 sub-contractor 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 shall be at the contract price. Payment for manufacturing materials delivered to and accepted by the District shall 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 Government, 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 Government.
- (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.

**10. Indemnification:**

The Contractor shall indemnify and save harmless the District and all its officers, agents and servants against any and all claims or liability arising from or based on, or as consequence of or result of, any act, omission or default of the Contractor, its employees, or its subcontractors, in the performance of this contract. 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.

**11. 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.

12. **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.
- 
- (b) Tax exemption certificates 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:**

Deliveries to Glenn Dale Hospital – Exemption No. 4647

Deliveries to Children’s Center – Exemption No. 4648

Deliveries to other District Departments or Agencies – Exemption No. 09339

13. **Payments:**

Unless otherwise specified in this contract, payments will be made only after performance of the contract in accordance with all provisions thereof.

14. **Evaluation of Prompt Payment Discount:**

- (a) Prompt payment discounts shall not be considered in the evaluation of bids/offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the bidder/offeror.
- (b) In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.

15. **Responsibility For Supplies Tendered:**

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 failure to do so within ten (10) days after date of notification, the District may return the rejected materials or supplies to the Contractor at his risk and expense.

**16. 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 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.

**17. Officers Not To Benefit:**

No member of or delegate to Congress, or officer or employee of the District shall 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 of any District employee authorized to execute contract which they or the employee of the District shall 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. However, should a Federal or District employee submit a bid for his personal benefit, the Contracting Officer reserves the right to waive the aforementioned restriction; providing that said employee furnishes a Notarized Affidavit prior to the time set for opening of bids or submission of proposal, setting forth intention to resign his/her Federal or District employment in the event said employee shall be considered for an award of contract. Failure to submit such affidavit shall automatically render his/her bid/proposal non-responsive and no further consideration shall be given thereto. (See Representations, Certifications and Acknowledgements.)

**18. Disputes:**

- A. All disputes arising under or relating to this contract shall be resolved as provided herein.
- B. Claims by a Contractor against the District.

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,

- (c) After the expiration of ninety (90) 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 6 months from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 6 month period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 6 months or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due to the Contractor because of the termination and shall pay the amount determined.
- (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;

- (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 requested 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 will 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.

**21. Recovery Of Debts Owed The District:**

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

**22. Examination Of Books, Etc. By The Office Of Inspector General And The District Of Columbia Auditor:**

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.

23.

**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.). 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 District of Columbia Human Rights Act (D. C. Official Code §2-1402.51).
- (b) Pursuant to rules of the Office of Human Rights, published on August 15, 1986 in the D. C. Register, 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, familial status, family responsibilities, disability, matriculation, political affiliation, 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, familial status, family responsibilities, disability, matriculation, political affiliation, 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 District of Columbia Human Rights 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 Prime 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 Prime 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 Prime 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 Prime Contractor may request the District to enter into such litigation to protect the interest of the District.

24. **Definitions:**

The terms Mayor, Chief Procurement Officer, Contract Appeals Board and District shall mean the Mayor of the District of Columbia, the Chief Procurement Officer of the District of Columbia or his/her alternate, the Contract Appeals Board of the District of Columbia, and the Government of the District of Columbia respectively. If the Contractor is an individual, the term Contractor shall mean the Contractor, his heirs, his executive and his administrator. If the Contractor is a corporation, the term Contractor shall mean the Contractor and its successor.

25. **Estimated Quantities:**

It is the intent of the District to secure a contract for all of the needs of the designated Agencies for items specified herein which may occur during the contract term. The District agrees that it will purchase its requirements of the articles or services included herein from the Contractor. Articles and/or services specified herein have a history of repetitive use in the District agencies. The estimated quantities stated in the Invitation for Bids/Request for Proposals reflect the best estimates available. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of his obligation to fill all such orders. Orders will be placed from time to time if and when needs arise for delivery, ALL CHARGES PREPAID, to the ordering Agency. The District does not guarantee to order any specific quantities of any item(s) or including work hours of service.

26. **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, and Department of Labor Regulations under the Act, and all Federal requirements in effect at time of bid opening/proposal submission.

27. **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.

28. **Hiring Of District Residents:**

All new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, shall include the following basic goals and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

- (a) at least fifty-one (51) percent of all jobs created are to be performed by employees who are residents of the District of Columbia.
- (b) at least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council. The Contractor shall negotiate an Employment Agreement with the District of Columbia Department of

Employment Services for jobs created as a result of this contract. The Department of Employment Services shall be the contractor's first source of referral for qualified applicants trainees and other workers in the implementation of employment goals contained in this clause.

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29.

**Buy American Act:**

- (a) The Buy American Act (41 U.S.C. 10) provides that the District give preference to domestic end products.

“Components,” as used in this clause, means those articles, materials, and supplies incorporated directly into the end products.

“Domestic end product,” as used in this clause, means, (1) an unmanufactured end product mined or produced in the United States, or (2) an end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States, exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the products referred to in paragraphs (b)(2) or (3) of this clause shall be treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

“End products,” as used in this clause, means those articles, materials, and supplies to be acquired for public use under this contract.

- (b) The Contractor shall deliver only domestic end products, except those-
- (1) For use outside the United States;
  - (2) That the District determines are not mined, produced, or manufactured in the United States in sufficient and reasonable available commercial quantities of a satisfactory quality;
  - (3) For which the agency determines that domestic preference would be inconsistent with the public interest; or
  - (4) For which the agency determines the cost to be un-Reasonable.

30.

**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. 351-358).

- (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 Government 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 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) The Contractor shall pay not less than the minimum wage and shall furnish fringe benefits to each service employee under this contract in accordance with the wages and benefits determined by the Secretary of Labor or the Secretary's authorized representative, as specified in any attachments to this contract.
- (2) If there is an attachment, the Contractor shall classify any class of service employees not listed in it, but to be employed under this contract. The classification shall provide a reasonable relationship to those listed in the attachment. The Contractor shall pay that class wages and fringe benefits determined by agreement of the interested parties: The contracting agency, the Contractor, and the employees who will perform the contract or their representatives. If the interested parties do not agree, the Contracting Officer shall submit the question, with a recommendation, for final determination by the Office of Government Contract Wage Standards, Wage and Hour Division, Employment Standards Administration (ESA), Department of Labor. Failure to pay such employees the compensation agreed upon by the interested parties or finally determined by ESA is a contract violation.
- (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 (c)(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.
- (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 under working 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—
    - (i) Name and address;
    - (ii) 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;
    - (iii) Daily and weekly hours worked; and
    - (iv) 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) of this clause. A copy of the report required by paragraph (k) of this clause will fulfill this requirement.

- (i) Withholding of payments and termination of contract. The Contracting Officer shall withhold from the prime Contractor under this or any other Government 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. Additionally, any failure to comply with the requirements of this clause may be grounds for termination for default.
- (j) Subcontracts. The Contractor agrees to insert this clause in all subcontracts.
- (k) 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 prime 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 prime 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.
- (l) Variations, tolerances, and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (c) through (k) 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 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.

**31. 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. By entering into this contract or submitting this offer, the Contractor or offeror certifies 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 or offer.
- (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) Vender 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;
  - (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 re-production 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.

**32. Cost-reimbursement Contracts:**

If this contract is a cost-reimbursement contract, then only costs determined in writing to be reimbursable by the Contracting Officer, in accordance with the cost principles set forth in rules issued pursuant to Title VI of the Procurement Practices Act of 1985 shall be reimbursable.

**33. Multivear Contract:**

If this contract is a multiyear contract, then the following provisions are 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, if any. Unless otherwise provided for in the contract, the effect of termination is to discharge both the District government 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.

**34. 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.

**J.4**

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**EEO INFORMATION & MAYOR'S ORDER 85-85**

# YOUR LETTERHEAD

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## EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT

\_\_\_\_\_ SHALL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, OR PHYSICAL HANDICAP.

\_\_\_\_\_ AGREES TO AFFIRMATIVE ACTION TO ENSURE THAT APPLICANTS ARE EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, OR PHYSICAL HANDICAP. 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.

\_\_\_\_\_ AGREES TO POST IN CONSPICUOUS PLACES THE PROVISIONS CONCERNING NON-DISCRIMINATION AND AFFIRMATIVE ACTION.

\_\_\_\_\_ SHALL STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT PURSUANT TO SUBSECTION 1103.2 THROUGH 1103.10 OF MAYOR'S ORDER 85-85; "EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS IN CONTRACTS."

\_\_\_\_\_ AGREES TO PERMIT ACCESS TO ALL BOOKS PERTAINING TO ITS EMPLOYMENT PRACTICES, AND TO REQUIRE EACH SUBCONTRACTOR TO PERMIT ACCESS TO BOOKS AND RECORDS.

\_\_\_\_\_ AGREES TO COMPLY WITH ALL GUIDELINES FOR EQUAL EMPLOYMENT OPPORTUNITY APPLICABLE IN THE DISTRICT OF COLUMBIA.

\_\_\_\_\_ SHALL INCLUDE IN EVERY SUBCONTRACT THE EQUAL OPPORTUNITY CLAUSES, SUBSECTION 1103.2 THROUGH 1103.10 SO THAT SUCH PROVISIONS SHALL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

\_\_\_\_\_  
AUTHORIZED OFFICIAL AND TITLE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
FIRM/ORGANIZATION NAME

\_\_\_\_\_  
DATE

# YOUR LETTERHEAD

## ASSURANCE OF COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

MAYOR'S ORDER 85-85, EFFECTIVE JUNE 10, 1985, AND THE RULES IMPLEMENTING MAYOR'S ORDER 85-85, 33 DCR 4952, (PUBLISHED AUGUST 15, 1986), "ON COMPLIANCE WITH EQUAL OPPORTUNITY REQUIREMENTS IN DISTRICT GOVERNMENT CONTRACTS," ARE HEREBY INCLUDED AS PART OF THIS BID/PROPOSAL. THEREFORE, EACH BIDDER/OFFEROR SHALL INDICATE BELOW THEIR WRITTEN COMMITMENT TO ASSURE COMPLIANCE WITH MAYOR'S ORDER 85-85 AND THE IMPLEMENTING RULES. FAILURE TO COMPLY WITH THE SUBJECT MAYOR'S ORDER AND THE IMPLEMENTING RULES SHALL RESULT IN REJECTION OF THE RESPECTIVE BID/PROPOSAL.

I, \_\_\_\_\_, THE AUTHORIZED REPRESENTATIVE OF \_\_\_\_\_, HEREINAFTER REFERRED TO AS "THE CONTRACTOR," CERTIFY THAT THE CONTRACTOR IS FULLY AWARE OF ALL OF THE PROVISIONS OF MAYOR'S ORDER 85-85, EFFECTIVE JUNE 10, 1985, AND OF THE RULES IMPLEMENTING MAYOR'S ORDER 85-85, 33 DCR 4952. I FURTHER CERTIFY AND ASSURE THAT THE CONTRACTOR WILL FULLY COMPLY WITH ALL APPLICABLE PROVISIONS OF THE MAYOR'S ORDER AND IMPLEMENTING RULES IF AWARDED THE D.C. GOVERNMENT REFERENCED BY THE CONTRACT NUMBER ENTERED BELOW. FURTHER, THE CONTRACTOR ACKNOWLEDGES AND UNDERSTANDS THAT THE AWARD OF SAID CONTRACT AND ITS CONTINUATION ARE SPECIFICALLY CONDITIONED UPON THE CONTRACTOR'S COMPLIANCE WITH THE ABOVE-CITED ORDER AND RULES.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
CONTRACT NUMBER

\_\_\_\_\_  
DATE

# EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER INFORMATION REPORT

GOVERNMENT OF THE DISTRICT OF COLUMBIA DC Office of Contracting and Procurement Employer Information Report (EEO)	Reply to: Office of Contracting and Procurement 441 4 <sup>th</sup> Street, NW, Suite 700 South Washington, DC 20001
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**Instructions:**

Two (2) copies of DAS 84-404 or Federal Form EEO-1 shall be submitted to the Office of Contracting and Procurement. One copy shall be retained by the Contractor.

### Section A - TYPE OF REPORT

1. Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX)

- |                                                                           |                                                                                                                                                                                                                |
|---------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Single Establishment Employer<br>(1) Single-establishment Employer Report | Multi-establishment Employer:<br>(2) Consolidated Report<br>(3) Headquarters Report<br>(4) Individual Establishment Report (submit one for each establishment with 25 or more employees)<br>(5) Special Report |
|---------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

1. Total number of reports being filed by this Company. \_\_\_\_\_

### Section B - COMPANY IDENTIFICATION (To be answered by all employers)

OFFICIAL  
USE  
ONLY

1. Name of Company which owns or controls the establishment for which this report is filed

a.

Address (Number and street)	City or Town	Country	State	Zip Code
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b.

b. Employer Identification No.

2. Establishment for which this report is filed.

OFFICIAL  
USE  
ONLY

a. Name of establishment

c.

Address (Number and street)	City or Town	Country	State	Zip Code
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d.

b. Employer Identification No.

3. Parent of affiliated Company

a. Name of parent or affiliated Company

b. Employer Identification No.

Address (Number and Street)	City or Town	Country	State	Zip Code
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### Section C - ESTABLISHMENT INFORMATION

1. Is the location of the establishment the same as that reported last year? Yes    No    Did not report last year    Report on combined basis	2. Is the major business activity at this establishment the same as that reported last year? Yes    No    No report last year    Reported on combined basis	OFFICIAL USE ONLY
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OFFICIAL  
USE  
ONLY

2. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or service provided, as well as the principal business or industrial activity.)

c.

3. MINORITY GROUP MEMBERS: Indicate if you are a minority business enterprise (50% owned or 51% controlled by minority members).

Yes    No

**SECTION D - EMPLOYMENT DATA**

Employment at this establishment - Report all permanent, temporary, or part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zero. In columns 1, 2, and 3, include ALL employees in the establishment including those in minority groups

JOB CATEGORIES	TOTAL EMPLOYEES IN ESTABLISHMENT			MINORITY GROUP EMPLOYEES								
	Total Employees Including Minorities (1)	Total Male Including Minorities (2)	Total Female Including Minorities (3)	MALE				FEMALE				
				Black (4)	Oriental (5)	American Indian (6)	Spanish Surname American (7)	Black (8)	Oriental (9)	American Indian (10)	Spanish Surname American (11)	
Officials and Managers												
Professionals												
Technicians												
Sales Workers												
Office and Clerical												
Craftsman (Skilled)												
Operative (Semi-Skilled)												
Laborers (Unskilled)												
Service Workers												
<b>TOTAL</b>												
Employ reported in previous report												

(The trainee below should also be included in the figures for the appropriate occupation categories above)

Formal On-The-Job Trainee	White collar	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
	Production											

1. How was information as to race or ethnic group in Section D obtained?  
 a. Visual Survey                      c. Other Specify \_\_\_\_\_  
 b. Employment Record

2. Dates of payroll period used \_\_\_\_\_  
 3. Pay period of last report submitted for this establishment \_\_\_\_\_

**Section E - REMARKS** Use this Item to give any identification data appearing on last report which differs from that given above, explain major changes in composition or reporting units, and other pertinent information.

**Section F - CERTIFICATION**

Check 1. All reports are accurate and were prepared in accordance with the instructions (check on consolidated only)  
 One 2. This report is accurate and was prepared in accordance with the instructions.

Name of Authorized Official \_\_\_\_\_ Title \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Name of person contact regarding This report (Type of print) \_\_\_\_\_ Address (Number and street) \_\_\_\_\_

Title \_\_\_\_\_ City and State \_\_\_\_\_ Zip Code \_\_\_\_\_ Telephone Number \_\_\_\_\_ Extension \_\_\_\_\_

INFORMATION CITED HEREIN SHALL BE HELD IN CONFIDENCE.

PROJECTED GOALS AND TIMETABLES FOR FUTURE HIRING

MINORITY GROUP EMPLOYEES GOALS					TIMETABLES				
JOB CATEGORIES	MALE				FEMALE				
	BLACK	ASIAN	AMERICAN INDIAN	HISPANIC	BLACK	ASIAN	AMERICAN INDIAN	HISPANIC	
OFFICIALS & MANAGERS									
PROFESSIONALS									
TECHNICIANS									
SALES WORKERS									
OFFICE AND CLERICAL									
CRAFTSMANS (SKILLELD)									
OPERATIVE (SEMI-SKILLED)									
LABORERS (UNSKILLED)									
SERVICE WORKERS									
TOTALS									
NAME OF AUTHORIZED OFFICIAL:				TITLE:			SIGNATURE:		
FIRM NAME:					TELEPHONE NO:		DATE:		
INDICATE IF THE PRIME UTILIZES A "MINORITY FINANCIAL INSTITUTION": _____ Yes _____ No									
NAME:									
ADDRESS:									
TYPE OF ACCOUNT/S:									

**District of Columbia Register**  
**GOVERNMENT OF THE DISTRICT OF COLUMBIA**

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**ADMINISTRATIVE ISSUANCE SYSTEM**

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**SUBJECT:** Compliance with Equal Opportunity Obligations in Contracts

**ORIGINATING AGENCY:** Office of the Mayor

By virtue of the authority vested in me as Mayor of the District of Columbia by Section 422 of the District of Columbia self-government and Government Reorganization Act of 1973 as amended, D.C. Code section 1-242 (1981-Ed.), it is hereby ORDERED that Commissioner's Order No. 73-51, dated February 28, 1973, is hereby rescinded and reissued in its entirety to read as follows:

1. **Establishment of Policy:** There is established a policy of the District of Columbia Government to:
  - (a) provide equal opportunity in employment for all persons with respect to any contract by and with the Government of the District of Columbia.
  - (b) prohibit discrimination in employment because of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap;
  - (c) provide equal opportunity to all persons for participation in all District of Columbia Government contracts, including but not limited to lease agreements, Industrial Revenue Bond financing, and Urban Development Action grants;
  - (d) provide equal opportunity to minority business enterprises in the performance of District of Columbia Government contracts in accordance with Mayor's Orders, District of Columbia laws, and rules and regulations promulgated by the Minority Business Opportunity Commission; and
  - (e) promote the full realization of equal employment through affirmative, continuing programs by contractors and subcontractors in the performance of contracts with the District of Columbia Government.
2. **Delegation of Authority:** The Director of the Office of Human Rights (hereinafter "Director") is delegated the authority vested in the Mayor to implement the provisions of this order as set forth herein, and any rules, regulations, guidelines, and procedures adopted pursuant thereto.
3. **Responsibilities:** The Director of the Office of Human Rights shall be responsible for establishing and ensuring agency compliance with the policy set forth in this Order, any rules, regulations, and procedures that may be adopted by the Office of Human Rights pursuant to this Order, and any other equal opportunity provisions as may be added as a part of any contract.
4. **Powers and Duties:** The Director of the Office of Human Rights shall have the following powers and duties:
  - (a) to establish standards and procedures by which contractors and subcontractors who perform under District of Columbia Government contracts shall comply with the equal opportunity provisions of their contracts; to issue all orders, rules, regulations, guidelines, and procedures the Director may deem necessary and proper for carrying out and implementing the purposes of this Order;
  - (b) to assume equal opportunity compliance jurisdiction over any matter pending before a contracting agency where the Director considers it necessary or appropriate for the achievement of the purposes of

this Order, keep the contracting agency informed of all actions taken, and act through the contracting agency to the extent appropriate and practicable;

- (c) to examine the employment practices of any District of Columbia Government contractor or subcontractor, or initiate the examination by the appropriate contracting agency to determine whether or not the contractual provisions specified in any rules and regulations adopted pursuant to this Order have been violated, and notify the contracting agency of any action taken or recommended;
- (d) to monitor and evaluate all District of Columbia Government agencies, including those independent agencies and commissions not required to submit the Affirmative Action Programs of their contractors to the Office of Human Rights for approval, to ensure compliance with the equal opportunity obligations in contracts;
- (e) to use his or her best efforts to cause any labor union engaged in work under District of Columbia Government contracts, any referral, recruiting or training agency, or any other representative of workers who are or may be engaged in work under contracts and subcontracts to cooperate in and to comply with the implementation of the purposes of this Order;
- (f) to notify, when appropriate, the concerned contracting agencies, the Office of Federal Contract Compliance Programs, the U.S. Department of Justice, or other appropriate Federal, State, and District agencies, whenever the Director has reason to believe that practices of any contractor, labor organization, lending institution, insurance firm, or agency violate provisions of Federal, State, or District laws;
- (g) to enter, where the determinations are made by Federal, State, or District agencies, into reciprocal agreements with those agencies to receive the appropriate information;
- (h) to hold hearings, public or private, as necessary to obtain compliance with any rules, regulations, and procedures promulgated pursuant to this Order, and to issue orders relating thereto. No order to terminate or cancel a contract, or to withhold from any contractor further District of Columbia Government contracts shall be issued without affording the contractor an opportunity for a hearing. Any order to terminate or cancel a contract or to withhold from any contractor further District of Columbia Government contracts shall be issued in accordance with rules, and regulations pursuant to the Administrative Procedure Act, as amended and;
- (i) to grant waivers from the minimum standards for the employment of minorities and women in Affirmative Action Programs in exceptional cases, as circumstances may warrant.

5. Duties of Contracting Agencies: Each contracting agency shall have the following duties:

- (a) the initial responsibility for ensuring that contractors and subcontractors are in compliance with any rules, regulations, and procedures promulgated pursuant to this Order;
- (b) to examine the employment practices of contractors and subcontractors in accordance with procedures established by the Office of Human Rights, and report any compliance action to the Director of the Office of Human Rights;
- (c) to comply with the terms of this Order and of the orders, rules, regulations, guidelines, and procedures of the Office of Human Rights issued pursuant thereto in discharging their responsibility for securing contract compliance; and
- (d) to secure compliance with any rules, regulations, and procedures promulgated pursuant to this Order before or after the execution of a contract by methods, of conference, conciliation and persuasion. No enforcement proceedings shall be initiated, nor shall a contract be cancelled or terminated in whole or in-part, unless such methods have first been attempted.

6. Procedures: The procedures to be followed in implementing this Order shall be those set forth in

Orders, rules, regulations, and guidelines as may be promulgated by the Office of Human Rights.

7. Severability: If any section, subsection, sentence, clause, phrase, or portion of the provisions in this Order is for any reason declared by any court of competent jurisdiction to be invalid or unconstitutional, such section, subsection, sentence, clause, phrase, or portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining provisions of this order.
8. Effective Date: This Order shall become effective immediately.

Signed by Marion Barry, Jr.  
Mayor

ATTEST: Signed by Clifton B. Smith  
Secretary of the District of Columbia

OFFICE OF HUMAN RIGHTS

NOTICE OF FINAL RULEMAKING

The Director of the Office of Human Rights hereby gives notice of the adoption of the following final rules governing standards and procedures for equal employment opportunity applicable to contractors and subcontractors under District of Columbia Government Contracts. Notice of Proposed Rulemaking was published for public comment in the D.C. Register on April 11, 1986 at 33 DCR 2243. Based on some the comments received and upon further review by the Office of Human Rights, minor revisions were made in the rules at the following subsections: 1104.1, 1104.2, 1104.4, 1104.13, 1104.17(e) (5), 1104.28, 1107.1, 1199.1, and at page 15 the definition of minority was written out in addition to citing its D.C. Code. None of the revisions change the intent of the proposed final rules. Final action to adopt these final rules was taken on August 4, 1986, and will be effective upon publication of this notice in the Register.

**CHAPTER 11 EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS IN CONTRACTS**

1100.□ PURPOSE

1100.1 These rules shall govern standards and procedures to be followed by contractors and subcontractors performing under District of Columbia Government contracts for goods and services, including construction contracts, for the purpose of assuring equal employment opportunity for minorities and women.

1100.2 These rules establish requirements for contractors and subcontractors regarding their commitment to observe specific standards for the employment of minorities and women and to achieve affirmative action obligations under District of Columbia contracts. These rules are not intended nor shall be used to discriminate against any qualified applicant for employment or employee.

1101 SCOPE

1101.1 Except as hereinafter exempted, the provisions of this chapter shall apply to all District of Columbia Government contracts subject to Mayor's Order No. 85-85, and any rules, regulations, and procedures promulgated pursuant to that Mayor's Order.

1102 COVERAGE

1102.1 The provisions of this chapter shall govern the processing of any matter before the Office Human Rights involving the following:

- (a) Discrimination in employment on grounds of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap by any District of Columbia Government contractor; and
- (b) Achievement of affirmative action obligations under District of Columbia contracts.

1103 CONTRACT PROVISIONS

1103.1 Each contract for goods and services, including construction contracts, except construction subcontracts for standard commercial supplies or raw materials, shall include as express contractual provisions the language contained in subsections 1103.2 through 1103.10.

1103.2 The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap.

1103.3 The contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap. 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.

1103.4 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 1103.2 and 1103.3 concerning non-discrimination and affirmative action.

1103.5 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 1103.2

1103.6 The contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement, or other contract or understanding, a notice to be provided by the Contracting Agency, advising each labor union or workers' representative of the contractor's commitments under this chapter, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

1103.7 The contractor agrees to permit access to all books, records, and accounts, pertaining to its employment practices, by the Director and the Contracting Agency 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.

1103.8 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, or any authorized official.

1103.9 The prime contractor shall include in every subcontract the equal opportunity clauses, subsections 1103.2 through 1103.10 of this section, so that such provisions shall be binding upon each subcontractor or vendor.

1103.10 The prime contractor shall take such action with respect to any subcontractor as the Contracting Officer may direct as a means of enforcing these provisions, including sanctions for non-compliance; provided, however, that in the event the prime 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 prime contractor may request the District to enter into such litigation to protect the interest of the District.

#### 1104 AFFIRMATIVE ACTION PROGRAM

1104.1 Each apparent low bidder for a construction contract shall complete and submit to the Contracting Agency, prior to the execution of any contract in the amount of twenty-five thousand dollars (\$25,000) or more, and each contractor covered under subsection 1105.1, an Affirmative Action Program to ensure equal opportunity which shall include specific standards for the utilization of minorities and women in the trades, crafts and skills to be used by the contractor in the performance of the contract.

1104.2 Each apparent low bidder or offeror for a non-construction contract shall complete and submit to the Contracting Agency, prior to the execution of any contract in the amount of ten thousand dollars (\$10,000) or more, and each contractor covered under subsection 1105.2, an Affirmative Action Program to ensure equal opportunity which shall include specific standards for the utilization of minorities in the job categories specified in subsection 1108.4.

1104.3 To ensure equal opportunity each Affirmative Action Program shall include the following commitments:

- (a) With respect to construction contracts, each contractor shall certify that it will comply with the provisions of this chapter, and submit a personnel utilization schedule for all the trades the contractor is to utilize, indicating the actual numbers of minority and female workers that are expected to be a part of the workforce performing under the contract; and
- (b) With respect to non-construction contracts, each contractor shall certify that it will comply with the provisions of this chapter, and shall submit a personnel utilization schedule indicating by craft and skill, the minority composition of the workforce related to the performance of the work under the contract. The schedule shall include all workers located in the facility from which the goods and services are produced and shall include the same information for other facilities which have a significant relationship to the performance of work under the contract.

1104.4 If the experience of the contractor with any local union from which it will secure employees indicates that the union will not refer sufficient minorities or women to meet minority or female employment commitments, the contractor shall, not less than ten (10) days prior to the employment of any person on the project subject to the jurisdiction of that local union, do the following:

- (a) Notify the District of Columbia Department of Employment Services and at least two (2) minority and two (2) female referral organizations of the contractor's personnel needs, and request referral of minority and female workers; and
- (b) Notify any minority and female workers who have been listed with the contractors as awaiting vacancies.

1104.5 If, within five (5) working days prior to commencement of work, the contractor determines that the Department of Employment Services or the minority or female referral organizations are unable to refer sufficient minorities or women to meet its commitments, the contractor may take steps to hire, by referral or otherwise, from the local union membership to fill the remaining job openings, provided that it notifies the local union of its personnel needs and of its employment commitments. Evidence of the notification shall be provided to the Contracting Agency.

1104.6 The contractor shall have standing requests for additional referrals of minority and female workers with the local union, the Department of Employment Services, and the other referral sources, until such time as the contractor has met its minority and female employment commitments.

1104.7 If the contractor desires to lay off some of its employees in a given trade on a construction site, it shall ensure that the required number of minority and female employees remain on the site to meet the minority and female commitments.

1104.8 No contractor shall refuse employment to any individual who has minimal facility to speak English except where the contractor can demonstrate that the facility to speak English is necessary for the performance of the job.

- 1104.9 No union with which the contractor has a collective bargaining agreement shall refuse to refer minority and female employees to such contractor.
- 1104.10 To the extent that contractors have delegated the responsibility for some of their employment practices to some other organization or agency which prevents them from meeting their equal opportunity obligations, those contractors shall not be considered to be in compliance with this chapter.
- 1104.11 The obligations of the contractor shall not be reduced, modified, or subject to any provision in any collective bargaining agreement with labor organization which provides that the labor organizations shall have the exclusive or primary opportunity to refer employees.
- 1104.12 When any contractor employs a minority person or woman in order to comply with this chapter, those persons shall be advised of their right to seek union membership, the contractor shall provide whatever assistance may be appropriate to enable that person to obtain membership, and the contractor shall notify the appropriate union of that person's employment.
- 1104.13 The contractor shall not discharge, refuse to employ, or otherwise adversely affect any minority person or woman because of any provision in any collective bargaining agreement, or any understanding, written or oral that the contractor may have with any labor organization.
- 1104.14 If at any time, because of lack of cooperation or overt conduct, a labor organization impedes or interferes with the contractor's Affirmative Action Program, the contractor shall notify the Contracting Agency and the Director immediately, setting forth the relevant circumstances.
- 1104.15 In any proceeding involving a disagreement between a labor organization and the contractor over the implementation of the contractor's Affirmative Action Program, the Contracting Agency and the Office of Human Rights may become a party to the proceeding.
- 1104.16 In determining whether or not a contractor is utilizing minorities and females pursuant to Section 1108, consideration shall be given to the following factors:
- (a) The proportion of minorities and women employed in the trades and as laborers in the construction industry within the District of Columbia;
  - (b) The proportion of minorities and women employed in the crafts or as operatives in non-construction industries within the District of Columbia;
  - (c) The number and ratio of unemployed minorities and women to total unemployment in the District of Columbia;
  - (d) The availability of qualified and qualifiable minorities and women for employment in any comparable line of work, including where they are now working and how they may be brought into the contractor's workforce;
  - (e) The effectiveness of existing training programs in the area, including the number who complete training, the length and extent of training, employer experience with trainees, and the need for additional or expanded training programs; and
  - (f) The number of additional workers that could be absorbed into each trade or line of work without displacing present employees, including consideration of present employee shortages, projected growth of the trade or line of work, and projected employee turnover.
- 1104.17 The contractor's commitment to specific standards for the utilization of minorities and females as required under this chapter shall include a commitment to make every good faith effort to meet

those standards. If the contractor has failed to meet the standards, a determination of "good faith" shall be based upon the contractor's documented equal opportunity efforts to broaden its equal employment program which shall include, but may not necessarily be limited to, the following requirements:

- (a) The contractor shall notify the community organizations that the contractor has employment opportunities available and shall maintain records of the organizations' responses;
- (b) The contractor shall maintain a file of the names and addresses of each minority and female worker referred to it and what action was taken with respect to each referred worker. If that worker was not sent to the union hiring hall for referral or if the worker was not employed by the contractor, the contractor's file shall be documented and the reasons therefore;
- (c) The contractor shall notify the Contracting Agency and the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority or female worker originally sent to the union by the contractor for union registration, or the contractor has other information that the union referral process has impeded the contractor's efforts to meet its goals;
- (d) The contractor shall participate in training programs related to its personnel needs;
- (e) The contractor shall disseminate its EEO policy internally by doing the following:
  - (1) Including it in any organizational manual;
  - (2) Publicizing it in company newspapers, annual report, etc.;
  - (3) Conducting staff, employee, and union representatives meetings to explain and discuss the policy;
  - (4) Posting; and
  - (5) Reviewing the policy with minority and female employees.
- (f) The contractor shall disseminate its EEO policy externally by doing the following:
  - (1) Informing and discussing it with all recruitment sources;
  - (2) Advertising in news media, specifically including news media directed to minorities and women;
  - (3) Notifying and discussing it with all known minority and women's organizations; and
  - (4) Notifying and discussing it with all subcontractors and suppliers.

1104.18 The contractor shall make specific recruitment efforts, both written and oral, directed at all minority and women's training organizations within the contractor's recruitment area.

1104.19 The contractor shall encourage present employees to assist in the recruitment of minorities and women for employment.

1104.20 The contractor shall validate all qualifications, selection requirements, and tests in accordance with the guidelines of the Equal Employment Opportunity Commission.

- 1104.21 The contractor shall make good faith efforts to provide after school, summer and vacation employment to minority youths and young women.
- 1104.22 The contractor shall develop on-the-job training opportunities, and participate and assist in any association or employer group training programs relevant to the contractor's employee needs.
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- 1104.23 The contractor shall continually inventory and evaluate all minority and female personnel for promotion opportunities.
- 1104.24 The contractor shall make sure that seniority practices, job classifications, qualifications, etc. do not have a discriminatory effect on minorities and women.
- 1104.25 The contractor shall make certain that all facilities and company activities are nonsegregated.
- 1104.26 The contractor shall continually monitor all personnel activities to ensure that its EEO policy is being carried out.
- 1104.27 The contractor may utilize minority banking facilities as depositories for funds which may be involved, directly or indirectly, in the performance of the contract.
- 1104.28 The contractor shall employ minority and female workers without respect to union membership in sufficient numbers to meet the minority and female employment standards, if the experience of the contractor with any labor union from which it will secure employees does not indicate that it will refer sufficient minorities and females to meet its minority and female employment standards.
- 1104.29 The contractor shall ensure that all of its employees as well as those of its subcontractors are made knowledgeable about the contractor's equal opportunity policy.
- 1104.30 [Reserved]
- 1104.31 Each contractor shall include in all bid invitations or other pre-bid communications, written or otherwise, with respect to prospective subcontractors, the standards, as applicable, which are required under this chapter.
- 1104.32 Whenever a contractor subcontracts a portion of the work in any trade, craft or skill it shall include in the subcontract, its commitment made under this chapter, as applicable, which shall be adopted by its subcontractors who shall be bound thereby and by the regulations of this chapter to the full extent as if it were the prime contractor.
- 1104.33 The prime contractor shall give notice to the Director and the Contracting Agency of any refusal or failure of any subcontractor to fulfill its obligations under this chapter.
- 1104.34 Failure of compliance by any subcontractor shall be treated in the same manner as a failure by the prime contractor.
- 1105 EXEMPTIONS
- 1105.1 Prospective construction contractors shall be exempt from submitting Affirmative Action Programs for contracts amounting to less than twenty-five thousand dollars (\$25,000); provided, that when a construction contractor accumulates contracts amounting to twenty-five thousand dollars (\$25,000) or more within a period of twelve (12) months that contractor shall be required to submit an Affirmative Action Program for each contract executed thereafter.
- 1105.2 Prospective non-construction contractors shall be exempt from submitting Affirmative Action Programs for contracts amounting to less than ten thousand dollars (\$10,000); provided, that when

a non-construction contractor accumulates contracts amounting to ten thousand dollars (\$10,00) or more during a period of twelve (12) months that contractor shall be required to submit an Affirmative Action Program for each contract executed thereafter.

1106 NONRESPONSIBLE CONTRACTORS

1106.1 If a bidder or offeror fails either to submit a complete and satisfactory Affirmative Action Program or to submit a revised Affirmative Action Program that meets the approval of the Director, as required pursuant to this chapter, the Director may direct the Contracting Officer to declare the bidder or offeror to be nonresponsible and ineligible for award of the contract.

1106.2 Any untimely submission of an Affirmative Action Program may, upon order of the Director, be rejected by the Contracting Officer.

1106.3 In no case shall there be any negotiation over the provision of specific utilization standards submitted by the bidder or offeror after the opening of bids or receipt of offer and prior to award.

1106.4 If any directive or order relating to nonresponsibility is issued under this section, the Director shall afford the bidder or offeror a reasonable opportunity to be heard in opposition to such action in accordance with subsection 1118.1, or in support of a request for waiver under section 1109.

1107 NOTICE OF COMPLIANCE

1107.1 Each Contracting Agency shall include, or require the contract bidder or offeror to include, in the invitation for bids or other solicitation used for a D.C. Government-involved contract, a notice stating that to be eligible for consideration, each bidder or offeror shall be required to comply with the provisions of this chapter for the trades, crafts and skills to be used during the term of the performance of the contract whether or not the work is subcontracted.

1108 MINIMUM STANDARDS FOR MINORITY AND FEMALE EMPLOYMENT

1108.1 The minimum standards for the utilization of minorities in the District of Columbia Government construction contracts shall be forty-two percent (42%) in each trade for each project, and an aggregate workforce standard of six and nine-tenths percent (6.9%) for females in each project. Any changes in Federal standards pertaining to minority group and female employment in Federally-involved construction contracts shall be taken into consideration in any review of these requirements.

1108.2 The construction contractor's standards established in accordance with subsection 1108.1 shall express the contractor's commitment of the forty-two percent (42%) of minority personnel who will be working in each specified trade on each of the contractor's District of Columbia Government projects, and the aggregate standard of six and nine-tenths percent (6.9%) for the employment of females in each District of Columbia Government contract.

1108.3 The hours for minority and female workers shall be substantially uniform throughout the entire length of the construction contract for each trade used, to the effect that the same percentage of minority workers in the trades used shall be working throughout the length of work in each trade on each project, and the aggregate percentage in each project for females.

1108.4 The minimum standard for the utilization of minorities in non-construction contracts shall be twenty-five percent (25%) in each of the following nine (9) job categories:

- (a) Officials and managers;
- (b) Professionals;

- (c) Technicians;
- (d) Sales workers;
- (e) Office and clerical workers;

- (f) Craftpersons (Skilled);
- (g) Operative (Semi-skilled);
- (h) Laborers (Unskilled); and
- (i) Service workers.

1108.5 With respect to non-construction contracts the contractor's standards established in accordance with subsection 1108.4 shall express the contractor's commitment of the twenty-five percent (25%) of minority personnel who will be working in each specified craft or skill in each contract.

#### 1109 WAIVERS

1109.1 The Director may grant a waiver to a prospective contractor from the requirement to submit a set of minimum standards for the employment of minorities and women in a particular contract, if before the execution of the contract and approval of the Affirmative Action Program, the contractor can document and otherwise prove it is unable to meet the standards in the performance of the contract.

#### 1110 SOLICITATION OF CONTRACT

1110.1 Each solicitation for contract covered by section 1104 shall contain a statement that contractors shall comply with the minimum standards established pursuant to these rules for ensuring equal opportunity.

1110.2 The contract solicitation shall require that each bidder or offeror certify that it intends to meet the applicable minimum standards in section 1108 in order to be considered for the contract.

#### 1111 PRIOR TO EXECUTION OF CONTRACT

1111.1 Upon being designated the apparent low bidder or offeror, that contractor shall submit a detailed Affirmative Action Program that sets forth the following:

- (1) The composition of its current total workforce; and
- (2) The composition of the workforce by race, color, national origin, and sex to be used in the performance of the contract and that of all known subcontractors that will be utilized to perform the contract.

1111.2 The apparent low bidder or offeror shall submit an Affirmative Action Program in accordance with section 1104 describing the actions it will take to ensure compliance with this chapter which shall be subject, prior to the execution of any contract, to the approval of the Director.

1111.3 If the Office of Human Rights does not act within ten (10) working days after the receipt of the Affirmative Action Program sent for approval, the Contracting Agency may proceed on its own determination to execute the contract.

1111.4 The apparent low bidder or offeror shall submit an Affirmative Action Program within a period of time to specified by each Contracting Agency, but which shall not exceed ten (10) working days after becoming the apparent contractor.

1111.5 The apparent low bidder or offeror shall furnish all information and reports to the Contracting Agency as required by this chapter, and shall permit access to all books or records pertaining to its employment practices or worksites.

1111.6 No contract subject to section 1104 shall be executed by the Contracting Agency, if the apparent low bidder or offeror does not submit an Affirmative Action Program, or if the Program has been disapproved in writing by the Director.

1111.7 If there is disagreement between the contractor and the Contracting Officer as to the adequacy of the Affirmative Action Program, the matter shall be referred to the Director for a decision.

#### 1112 AFTER EXECUTION OF CONTRACT

1112.1 Each contractor shall maintain throughout the term of the contract the minimum standards for the employment of minorities and women, as set forth in the approved Affirmative Action Program.

1112.2 Each contractor shall require that each subcontractor, or vendor under the contract comply with the provision of the contract and the Affirmative Action Program.

1112.3 Each contractor shall furnish all information as required by this chapter, and permit access to all books and records pertaining to the contractor's employment practices and work sites by the Director and the Contracting Agency for purposes of investigation to ascertain compliance with this chapter.

#### 1113 MONITORING AND EVALUATION

1113.1 The Director shall, from time to time, monitor and evaluate all District of Columbia Government agencies, including those independent agencies and commissions not required to submit the Affirmative Action Program of their contractors, to ensure compliance with the equal opportunity obligations in contracts, as provided for in this chapter.

#### 1114 AFFIRMATIVE ACTION TRAINING PROGRAM

1114.1 Each contractor, in fulfilling its affirmative action responsibilities under a contract with the District of Columbia Government, shall be required to have, as part of its Affirmative Action Program, an existing training program for the purpose of training, upgrading, and promotion of minority and female employees or to utilize existing programs. Those programs shall include, but not be limited to, the following:

- (a) To be consistent with its personnel requirements, the contractor shall make full use of the applicable training programs, including apprenticeship, on-the job training, and skill refinement training for journeymen. Recruitment for the program shall be designed to provide for appropriate participation by minority group members and women.
- (b) The contractor may utilize a company-operated skill refinement training program. This program shall be formal and shall be responsive to the work to be performed under the contract;
- (c) The contractor may utilize formal private training institutions that have as their objective training and skill refinement appropriate to the classification of the workers employed. When training is provided by a private organization the following information shall be supplied:

- (1) The name of the organization;
- (2) The name, address, social security number, and classification of the initial employees and any subsequent employees chosen during the course of the course of the contract; and
- (3) The identity of the trades, and crafts or skills involved in the training.

1114.2 If the contractor relies, in whole or in part, upon unions as a source of its workforce, the contractor shall use its best efforts, in cooperation with unions, to develop joint training programs aimed toward qualifying more minorities and females for membership in the union, and increasing the skills of minority and female employees so that they may qualify for higher paying employment.

1114.3 Approval of training programs by the Contracting Agency shall be predicated, among other things, upon the quality of training, numbers of trainees and trades, crafts or skills involved, and whether the training is responsive to the policies of the District of Columbia and the needs of the minority and female community. Minority and female applicants for apprenticeship or training should be selected in sufficient numbers as to ensure an acceptable level of participation sufficient to overcome the effects of past discrimination.

#### 1115 COMPLIANCE REVIEW

1115.1 The Director and the Contracting Agency shall review the contractor's employment practices during the performance of the Contract. Routine or special reviews of contractors shall be conducted by the Contracting Agency or the Director in order to ascertain the extent to which the policy of Mayor's Order No. 85-85, and the requirements in this chapter are being implemented and to furnish information that may be useful to the Director and the Contracting Agency in carrying out their functions under this chapter.

1115.2 A routine compliance review shall consist of a general review of the practices of the contractor to ascertain compliance with the requirements of this chapter, and shall be considered a normal part of contract administration.

1115.3 A special compliance review shall consist of a comprehensive review of the employment practices of the contractor with respect to the requirements of this chapter, and shall be conducted when warranted.

#### 1116 ENFORCEMENT

1116.1 If the contractor does not comply with the equal opportunity clauses in a particular contract, including subsections 1103.2 through 1103.10 of this chapter, that contract may be cancelled in whole or in part, and the contractor may be declared by the Director or the Contracting Officer to be ineligible for further District of Columbia Government Contracts subject to applicable laws and regulations governing debarment.

1116.2 If the contractor meets its goals or if the contractor can demonstrate that it has made every good faith effort to meet those goals, the contractor will be presumed to be in compliance with this chapter, and no formal sanction shall be instituted unless the Director otherwise determines that the contractor is not providing equal employment opportunity.

1116.3 When the Director proceeds with a formal hearing she or he has the burden of proving that the contractor has not met the requirements of this chapter, but the contractor's failure to meet its goals shall shift to it the requirement to come forward with evidence to show that it has met the good faith requirements of this chapter.

1117 COMPLAINTS

1117.1 The Director may initiate investigations of individual instances and patterns of discriminatory conduct, initiate complaints thereupon and keep the Contracting Agency informed of those actions.

1117.2 If the investigation indicates the existence of an apparent violation of the non-discrimination provisions of the contract required under section 1103 of this chapter the matter may be resolved by the methods of conference, conciliation, mediation, or persuasion.

1117.3 If an apparent violation of the non-discrimination provisions of the contract required under section 1103 of this chapter is not resolved by methods of conference, conciliation, mediation, or persuasion, the Director of the Contracting Officer may issue a notice requiring the contractor in question to show cause, within thirty (30) days, why enforcement proceedings or other appropriate action should not be initiated.

1117.4 Any employee of any District of Columbia Government contractor or applicant for employment who believes himself or herself to be aggrieved may, in person or by an authorized representative, file in writing, a complaint of alleged discrimination with the Director.

1118 HEARINGS

1118.1 In the event that a dispute arises between a bidder, offeror or prospective contractor and the Director or the Contracting Officer as to whether the proposed program of affirmative action for providing equal employment opportunity submitting by such bidder, offeror or prospective contractor complies with the requirements of this chapter and cannot be resolved by the methods of conference, conciliation, mediation, or persuasion, the bidder, offeror or prospective contractor in question shall be afforded the opportunity for a hearing before the Director.

1118.2 If a case in which an investigation by the Director or the Contracting Agency has shown the existence of an apparent violation of the non-discrimination provisions of the contract required under section 1103 is not resolved by the methods specified in subsection 1117.2, the Director may issue a notice requiring the contractor in question to show cause, within thirty (30) days, why enforcement proceedings or other appropriate action should not be initiated. The contractor in question shall also be afforded the opportunity for a hearing before the Director.

1118.3 The Director may hold a hearing on any complaint or violation under this chapter, and make determinations based on the facts brought before the hearing.

1118.4 Whenever the Director holds a hearing it is to be held pursuant to the Human Rights Act of 1977, a notice of thirty (30) working days for the hearing shall be given by registered mail, return receipt requested, to the contractor in question. The notice shall include the following:

- (a) A convenient time and place of hearing;
- (b) A statement of the provisions in this chapter or any other laws or regulations pursuant to which the hearing is to be held; and
- (c) A concise statement of the matters to be brought before the hearing.

1118.5 All hearings shall be open to the public and shall be conducted in accordance with rules, regulations, and procedures promulgated pursuant to the Human Rights Act of 1977.

1119 SANCTIONS

1119.1 The Director, upon finding that a contractor has failed to comply with the non-discrimination provisions of the contract required under section 1103, or has failed to make a good faith effort to achieve the utilization standards under an approved Affirmative Action Program, may impose sanctions contained in this section in addition to any sanction or remedies as may be imposed or invoked under the Human Rights Act of 1977.

1119.2 Sanctions imposed by the Director may include the following:

- (a) Order that the contractor be declared ineligible from consideration for award of District of Columbia Government contracts or subcontracts until such time as the Director may be satisfied that the contractor has established and will maintain equal opportunity policies in compliance with this chapter; and
- (b) Direct each Contracting Officer administering any existing contract to cancel, terminate, or suspend the contract or any portion thereof, and to deny any extension, modification, or change, unless the contractor provides a program of future compliance satisfactory to the Director.

1119.3 Any sanction imposed under this chapter may be rescinded or modified upon reconsideration by the Director.

1119.4 An appeal of any sanction imposed by order of the Director under this chapter may be taken pursuant to applicable clauses of the affected contract or provisions of law and regulations governing District of Columbia Government contracts.

## 1120 NOTIFICATIONS

1120.1 The Director shall forward in writing notice of his or her findings of any violations of this chapter to the Contracting Officer for appropriate action under the contract.

1120.2 Whenever it appears that the holder of or an applicant for a permit, license or franchise issued by any agency or authority of the Government of the District of Columbia is a person determined to be in violation of this chapter the Director may, at any time he or she deems that action the Director may take or may have taken under the authority of this chapter, refer to the proper licensing agency or authority the facts and identities of all persons involved in the violation for such action as the agency or authority, in its judgement, considers appropriate based upon the facts thus disclosed to it.

1120.3 The Director may publish, or cause to be published, the names of contractors or unions which have been determined to have complied or have failed to comply with the provisions of the rules in this chapter.

## 1121 DISTRICT ASSISTED PROGRAMS

1121.1 Each agency which administers a program involving leasing of District of Columbia Government owned or controlled real property, or the financing of construction under industrial revenue bonds or urban development action grants, shall require as a condition for the approval of any agreement for leasing, bond issuance, or development action grant, that the applicant undertake and agree to incorporate, or cause to be incorporated into all construction contracts relating to or assisted by such agreements, the contract provisions prescribed for District of Columbia Government contracts by section 1103, preserving in substance the contractor's obligation under those provision.

## 1199 DEFINITIONS

The following words and phrases set forth in this section, when used in this chapter, shall have the following meanings ascribed:

**Contract** – any binding legal relationship between the District of Columbia and a contractor for supplies or services, including but not limited to any District of Columbia Government or District of Columbia Government assisted construction or project, lease agreements, Industrial Revenue Bond financing, and Urban Development Action grant, or for the lease of District of Columbia property in which the parties, respectively, do not stand in the relationship of employer and employee.

**Contracting Agency** – any department, agency, or establishment of the District of Columbia which is authorized to enter into contracts.

**Contracting Officer** – any official of a contracting agency who is vested with the authority to execute contracts on behalf of said agency.

**Contractor** – any prime contractor holding a contract with the District of Columbia Government. The term shall also refer to subcontractors when the context so indicates.

**Director** – the Director of the Office of Human Rights, or his or her designee.

**Dispute** – any protest received from a bidder or prospective contractor relating to the effectiveness of his or her proposed program of affirmative action for providing equal opportunity.

**Minority** – Black Americans, Native Americans, Asian Americans, Pacific Islander Americans, and Hispanic Americans. In accordance with D.C. Code, Section 1-1142(1) (Supp. 1985).

**Subcontract** – any agreement made or executed by a prime contractor or a subcontractor where a material part of the supplies or services, including construction, covered by an agreement is being obtained for us in the performance of a contract subject to Mayor's Order No. 85-85, and any rules, regulations, and procedures issued pursuant thereto.

**Subcontractor** – any contractor holding a contract with a District prime contractor calling for supplies or services, including construction, required for the performance of a contract subject to Mayor's Order No. 85-85, and any rules, regulations, and procedures promulgated pursuant thereto.

**J.5**

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**TAX CERTIFICATION AFFIDAVIT**

TAX CERTIFICATION AFFIDAVIT

Date \_\_\_\_\_, 2003

Name of Organization/Entity: \_\_\_\_\_

Address: \_\_\_\_\_

Principal Officers:	Name	Soc. Sec. No.	Title

Business Telephone No.: \_\_\_\_\_

Finance and Revenue Registration No.: \_\_\_\_\_

Federal Identification No.: \_\_\_\_\_

DUNS No.: \_\_\_\_\_ Contract No.: \_\_\_\_\_

Unemployment Insurance Account No.: \_\_\_\_\_

I hereby certify that:

- I have complied with the applicable tax filing and licensing requirements of the District of Columbia.
- The following information is true and correct concerning tax compliance for the following taxes for the past five (5) years:

District:		Current	Not Current
Sales and Use		( )	( )
Employment Withholding		( )	( )
Hotel Occupancy		( )	( )
Corporation Franchise		( )	( )
Unincorporated Franchise		( )	( )
Personal Property		( )	( )
Professional License		( )	( )
Arena/Public Safety Fee		( )	( )
Vendor Fee		( )	( )

- If not current, as checked in item 2, I am in compliance with a payment agreement with the Department of Finance and Revenue.  
 Yes  No

Attach copy of the Agreement.

If outstanding liabilities exists and no agreement has been made, please attach a listing of all such liabilities.

The Department of Finance and Revenue also requires:

- (A) Copies of FR-532 (Notice of Registration) or a copy of an FR-500 (Combined Registration Form)
- (B) Copies of canceled checks for the last tax period(s) filed for each tax liability; i.e., sales and use, employer withholding, etc.

The District of Columbia Government 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 one year, or both, as prescribed in D.C. Code Sec. 22-2514. 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. Code sec. 22-2513.

Signature of Person Authorized to Sign This Document \_\_\_\_\_

Title \_\_\_\_\_

Print Name \_\_\_\_\_

Notary: DISTRICT OF COLUMBIA, ss: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ Month and Year

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_

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**LSDBE CERTIFICATION PACKAGE**

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**LOCAL BUSINESS OPPORTUNITY COMMISSION  
CERTIFICATION PACKAGE**

**DEPARTMENT OF HUMAN RIGHTS  
AND  
LOCAL BUSINESS DEVELOPMENT**

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**Local, Small and Disadvantaged Business Enterprise  
Program**

**Government  
of the  
District of Columbia**

**Anthony A. Williams  
Mayor**

**Jacquelyn A. Flowers  
Director**

**441 – 4<sup>th</sup> Street, NW, Suite 970N  
Washington, DC 20001  
(202) 727-3900 Tel  
(202) 724-3786 Fax**

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## A MESSAGE FROM THE DIRECTOR

Dear Entrepreneur:

We are delighted that your company has expressed an interest in the District of Columbia's Equal Opportunity for Local, Small and Disadvantaged Business Enterprise Certification Program. The Department of Human Rights and Local Business Development is pleased to provide you with this certification application and instructional guide. We have incorporated in our revised package many of the recommendations made by the small business community.

A major change to our certification process is a condensed application and a "supporting documentation checklist" for each business (i.e. corporations, partnerships, sole proprietorships, etc.). This change will enable you to more easily determine which exhibits apply to your specific business type. If your principal place of business is outside the District of Columbia, but is located within the Washington Standard Metropolitan Statistical Area, please complete and submit the enclosed waiver form with your application.

This administration is optimistic that the revised certification application and information package will further encourage potential applicants to seek certification by the Local Business Opportunity Commission. Thank you in advance for your participation. We look forward to working with you.

Sincerely,

Jacquelyn A. Flowers  
Director

District of Columbia  
Department of Human Rights  

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and  
Local Business Development

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- I. Introduction
- II. Area of Certification or Eligibility Criteria
- III. LSDBE Fact Sheet
- IV. Certification
  - Step 1 User's Guide
  - Step 2 Questions & Answers
  - Step 3 Checklist
  - Step 4 Waiver Application
  - Step 5 LSDBE Certification Application
- V. Financial Management Overview
- VI. District of Columbia Register
  - Compliance with Equal Opportunity Obligation in Contracts

District of Columbia  
Department of Human Rights  
and  
Local Business Development

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I. Introduction

LSDBE Application (Primary Application; must be completed by all applicants).

Waiver Application (Must be completed by all applicants with Principal Offices located outside the District of Columbia. Not eligible for Local Business Enterprise -LBE- Certification).

Please follow the 5 step user's guide as attached.

District of Columbia  
Department of Human Rights  
and  
Local Business Development

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II. Area of Certification or Eligibility Criteria:

- Small Business Enterprise.....(SBE – 50% Set Aside)
- Local Business Enterprise.....(LBE – 5% Preference)
- Disadvantaged Business Enterprise.....(DBE – 5% Preference)
- Development Zone Enterprise.....(DZE – 2% Preference)

**FACT SHEET**  
**LOCAL, SMALL & DISADVANTAGED**  
**BUSINESS CERTIFICATION PROGRAM**

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The LSDBE Program is a program established pursuant to legislation approved by the District of Columbia City Council and the Mayor on December 24, 1998. After review by the DC Financial Control Board and Congress, the permanent legislation became effective as DC LAW 12-268, the "Equal Opportunity for Local, Small and Disadvantaged Business Enterprises Act of 1998". The LSDBE Program establishes a 50% goal for District government contracts with local small business enterprises and provides a bid preference mechanism for local and disadvantaged business enterprises in all available areas of District government contracting. Under this program, applicants are eligible for certification in the following classifications:

**Local Business Enterprises (LBE)**

LBE is a business enterprise whose principal office is located physically in the District of Columbia, licensed by the District and subject to District of Columbia taxes.

**Disadvantaged Business Enterprise (DBE)**

A DBE is a LBE, or a business enterprise that has satisfied the requirements (waiver) established in Section 6(13) of the Act, which is operated, owned and controlled by an economically disadvantaged individual. For purpose of this program, an economically disadvantaged person is a socially disadvantaged person whose ability to compete in the free enterprise system has been impaired due to diminished capital and redia line of business and competitive market area who are not socially disadvantaged. **Socially disadvantaged** individuals are those who can clearly demonstrate that they have reason to believe they have been subjected to prejudice or bias because of their identity as members of a group without regard to their qualities. To qualify, you must submit a letter that demonstrates historic, economic and social discrimination, your letter must be signed and notarized in Washington, DC, along with your letter, you must submit your personal income tax return and your personal financial statement.

\*\*\*\*\*

**Benefits:**

LBEs and DBEs will be eligible to receive five (5) preference points on proposals and 5% reduction on all bids.

### Small Business Enterprise (SBE)

A SBE is a local business or a business enterprise that has satisfied the requirements established in Section 6(13) of the Act, which has average annualized gross receipts (for three years preceding certification) and does not exceed the following limits:

<u>Industry Type</u>	<u>Average Annual Gross Receipts</u>
Construction (street, highway, bridges, etc.)	\$23 million
Building Construction (general construction, etc.)	\$21 million
Specialty Trade Contractors	\$13 million
Manufacturing Services	\$10 million
General Services	\$19 million
Transportation & Hauling Services	\$13 million
Goods & Equipment	\$8 million
Personal Services (hotels, beauty, laundry, etc.)	\$5 million
Business Services (general)	\$10 million
Health & Legal Services	\$10 million
Health Facilities Management	\$19 million
Financial Institutions	\$300 million

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### Benefits:

SBEs are eligible to participate in a 50% Set-Aside (contracting & subcontracting) program.

## Joint Ventures

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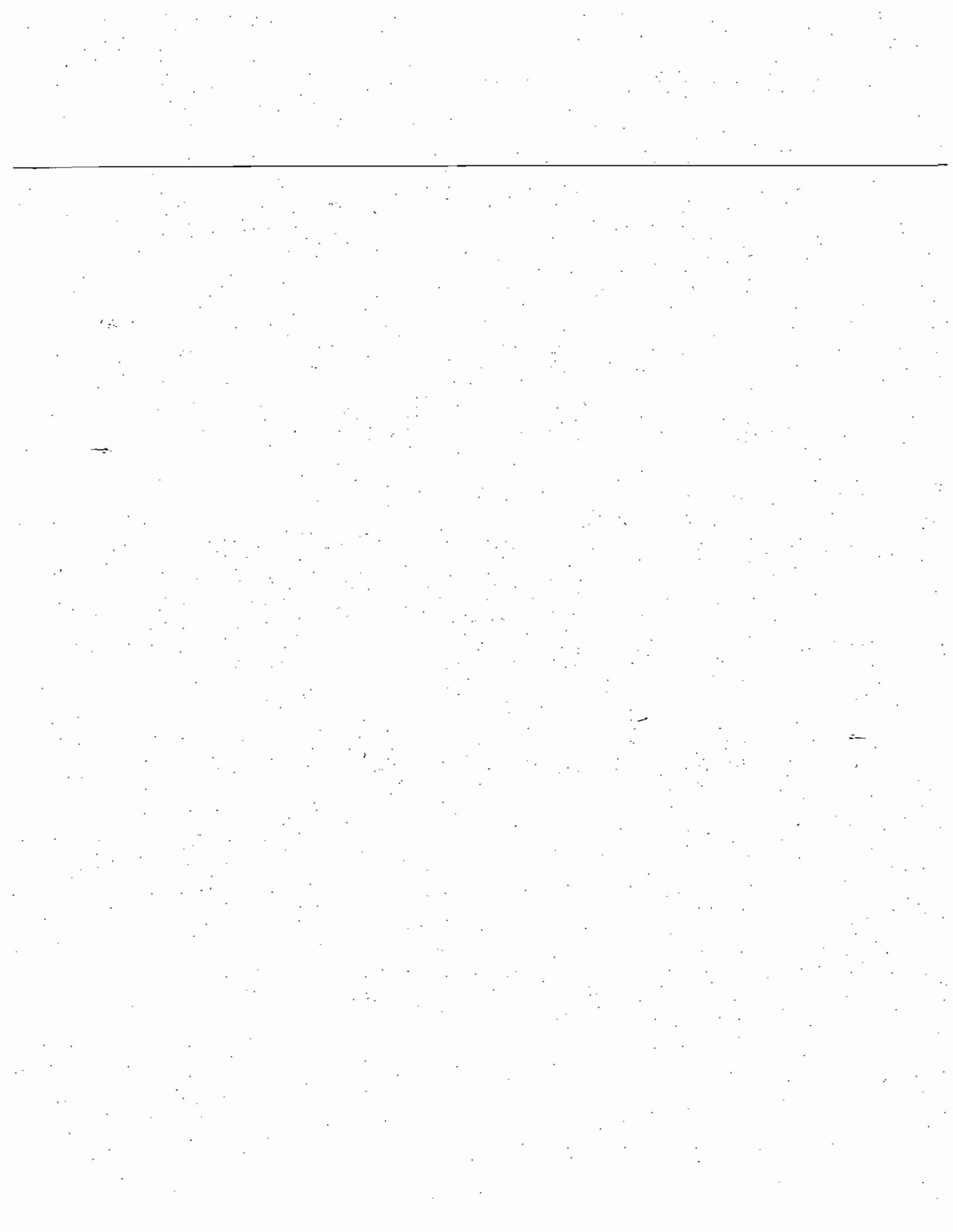
A Joint Venture is an association of two or more businesses (including one \*LBOC certified firm with at least 51% ownership, management and control), temporarily formed to carry out a single business activity or project for profit in which they combine their property, capital, efforts, skills and knowledge. The association is limited in scope and duration. Venture partners individually must remain within the above size standards in order to qualify for approval.

## Enterprise Zone

LBEs that are located within an Enterprise Zone or an area for which an application for designation as an Enterprise Zone has been submitted will be eligible for a two (2) point preference in the case of proposals and a two percent (2%) reduction in the case of bids.

The following locations represent the economic development zones for the District of Columbia:

1. The Alabama Avenue economic development zone which is bordered on the north by the east side of Fort Stanton park, SE and Suitland Parkway, SE and the northern Property line of St. Elizabeth Hospital and Alabama Avenue, SE on the south by Southern Avenue, SE, on the northeast along Fort Baker to 28<sup>th</sup> Street, SE, south on 28<sup>th</sup> Street, to Denver Street, SE, south on Denver Street, SE, to Naylor Road, SE, and southeast on Naylor Road, SE to Southern Avenue, SE, and on the west by South Capital Street, SE, as designated in Mayor's Order 86-193, dated October 27, 1986 (33 DCMR 7798);
2. The DC Village economic development zone, which is bordered by I-95 on the west and south, Martin Luther King, Jr. Avenue, SW, on the east, and Laboratory Road, SW, on the north, as designated in Mayor's order 86-193, dated October 27, 1986 (33 DCMR 7798);
3. The Anacostia economic development zone, from the west span of the 11<sup>th</sup> Street Bridge, south to Martin Luther King, Jr. Avenue, SE and S Street, SE, east on S, Street, SE, to Naylor Road, SE, south to Altamont Place, SE, south to Good Hope Road, SE, south along the west boundary of Fort Stanton Park to Suitland Parkway, SE, crossing Suitland Parkway, SE, at Robinson Place, SE, northwest along the north property-line of Saint Elizabeth's Hospital that includes approximately 40 acres adjacent Barry Farms on the north property-line, including the area in and around the Point, and adjacent to the I-295 Expressway right of way on the south property line, to the west property-line of Saint Elizabeth's Hospital, south to the southern property-line of Saint Elizabeth's Hospital, east to Milwaukee Place, SE, southeast to Martin Luther



King, Jr. Avenue, SE, south to Portland Street, SE, west to South Capitol Street, SE,  
north to Anacostia Drive, SE, east to the west span of the 11<sup>th</sup> Street Bridge.

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## Waiver Provisions

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Applications whose principal office are not physically located within the District of Columbia may qualify for certification as SBE and DBE if they meet certain waiver provisions. The waiver provisions are based on an applicant's ability to demonstrate strong economic ties to the District of Columbia. These applicants must first satisfy the waiver provisions in order to be eligible for certification consideration.

All information should be submitted to the Certification Division, DC Department of Human Rights and Local Business Development, One Judiciary Square, 441-4<sup>th</sup> Street, Suite 970N, Washington, DC 20001. For more information, please contact the Certification Division staff at (202)727-3900.



**District of Columbia  
Local, Small and Disadvantaged  
Business Enterprises Certification Program**

Save time and energy...

Avoid costly errors and...

Improve your processing time...

By following these simple steps:

- Step 1 Print and Review All LSDBE Certification Program forms
- Step 2 Review Questions and Answers Most Frequently Addressed
- Step 3 Review Required Supporting Documents Checklist & Fact Sheet
- Step 4 Review Waiver Application (determine if applicable to you)
- Step 5 Complete LSDBE Certification Application and Attach Required Documents
- Step 6 Submit your LSDBE Certification Application to:

**Department of Human Rights &  
Local Business Development**

Attention: LSDBE Certification Program

441-4<sup>th</sup> Street, NW, Suite 970N

Washington, DC 20001

*Questions? Please call (202) 727-3900 and ask for  
Department of Local Business Development certification assistance.*

## FREQUENTLY ASKED QUESTIONS

**Q: What is the purpose of the LSDBE program?**

The District of Columbia is focused on developing contracting and procurement “preference” and “set-aside” opportunities for District-based businesses. The District discretionary spending can be directed to District businesses that support and contribute directly to job creation and the tax base. These efforts in turn assist the District in developing a much stronger local economy.

**Q: Exactly what benefits do I get as an LSDBE?**

LSDBE Certification allows businesses to participate in the District’s “Sheltered Markets” contracting program. Preference and set-aside vary from 35%-50% LSDBE participation. You may obtain preferences in the form of 2-12 points (maximum) on your response to Request for Proposals (RFPs) and/or 2-12% reduction (maximum) on your response to bids.

**Q: Will all applicants be accepted into the LSDBE program?**

No. Only bona-fide District businesses meeting the certification requirements will be accepted into the LSDBE program.

**Q: If my company is not accepted into the LSDBE program, will I still be able to bid on District contracts and procurement opportunities?**

Yes. All companies are welcomed to compete in the free enterprise system. Non-LSDBE companies may market themselves to the Office of Contracting and Procurement for bid and contracting solicitations. It should be noted, however, LSDBE program goals are established to provide increased opportunities to LSDBE certified firms through preference programs. If you company obtains an award from the District, it may be required to obtain 35-50% LSDBE participation for all sub contracting needs.

**Q: I have already applied with other governmental agencies, can the LSDBE certification program accept my existing certifications? Why/Why not?**

No. The District of Columbia LSDBE Certification Program is a legal regulation enforced through D.C. Law 12-268 entitled “Equal Opportunity for Local, Small and Disadvantaged Business, Act of 1998.” The program is designed for District based businesses only. Other certification programs are not designed to meet legal compliance of the District. However, some supportive documentation can be copied and submitted to the District LSDBE certification program (i.e. business plan, financial statements, copy of business license, etc.).

**Q: Who decides if my application is approved?**

LSDBE Certification approvals are issued by the Local Business Opportunity Commission (LBOC). The Commission is appointed by the Mayor and serve as volunteers as specified in the District of Columbia Law 12-268. LBOC is composed of business leaders and one District government representative.

**Q: If the LBOC decides on my approval, why do I need to submit my application with the Department of Human Rights and Local Business Development (DHR & LBD)?**

DHR & LBD serves as the administrative support for the LBOC. It reviews, audits, and submits report summaries to LBOC for final review and approval.

**Q: How soon will you begin processing my application?**

The average time to process an application is approximately 10 working days. Once your application is received, it is placed with our “Intake” personnel for processing, where your application package is entered into the LSDBE application database and a receipt of delivery is given to you. Your application package is then assigned to a certification specialist for analysis. The specialist may contact you regarding the status of your application and for additional information. Once all required documents are received, the package

## Step 2 – LSDBE Certification Program

is submitted to the independent Local Business Opportunity Commission (LBOC) for certification approval/denial.

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**Q: How long does the overall certification approval take?**

Because the certification program is in fact a two-fold system, certification approval requires a minimum of 30 to 90 days. This period reflects the time to process your application and the time to schedule/present your final summary and report at the next Local Business Opportunity Commission meeting.

LSDBE candidates may reduce the processing time by submitting complete and comprehensive application packages.

**Q: If my application is not complete, will my processing time increase?**

Yes. If your LSDBE package is not complete, you will be notified in writing by a certification specialist indicating deficiencies. You will be asked for additional information pertaining to your application. If you do not respond in a timely manner to the request for additional information, your application may be deactivated and a new submission will be required.

**Q: How can I ensure there are no additional delays in processing my application?**

Take the time to prepare and submit a comprehensive application, complete with supporting documentation. Use the checklist provided to assist in developing a comprehensive package. Always ensure that all documents are included at the time of submission.

**Q: Is my business subject to on-site inspections?**

Yes. All LSDBE certification applications are subject to on-site inspections.

**Q: What is the purpose for on-site inspections?**

On-site inspections provide certification specialists an opportunity to confirm the applicants' business type (by NIGP codes), actual business site(s), principal office location, management control and capacity for doing business in the District.

**Q: I am trying to get a contract now, can my LSDBE certification be postdated or retro-acted to my bid submission date?**

No. All LSDBE certification packages are reviewed once per month by LBOC and effectively dated based on that meeting and determination.

**Q: Where do I get an application?**

Applications are currently available for pick-up at 441 4<sup>th</sup> Street, NW, Suite 970, Washington, DC 20001, or you may request to have it faxed to you by calling (202)727-3900. You can also print an application from our web site at [www.ci.washington.dc.us/dhr\\_lbd](http://www.ci.washington.dc.us/dhr_lbd).

**Q: Can I speak to a representative before I submit my application?**

Yes, the Department welcomes your inquiries. However, you may prefer to participate in an orientation meeting, please call (202)727-3900 for more information.

**Q: Once certified, how will I get notice of contracting and procurement opportunities?**

All LSDBE certified firms are placed into the DC Office of Contracting and Procurement (OCP) vendor file database and the LBOC LSDBE directory. Your company is matched to procurement and contracting opportunities based on NIGP codes. If a match is confirmed, you will be notified by OCP.

**Q: Aside from NIGP matching, how else can I increase my opportunities with the District?**

## Step 2 – LSDBE Certification Program

You must market your company to the DC Office of Contracting and Procurement (OCP), understand what new projects and/or bidding opportunities are to arise and submit responses as required. We encourage you to visit the District of Columbia. OCP supply schedule web site at [www.ocp.dcgov.org](http://www.ocp.dcgov.org).

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**Q: Who issues contracts for the District government?**

Buyers for the District are centrally located in the Office of Contracts and Procurement located at 441 4<sup>th</sup> Street, NW, Suite 800 South, Washington, DC 20001, (202)727-0252. The District government has contracting offices that purchase for the agencies.

**Q: I already search for federal contracts and procurement opportunities through the Commerce Business Daily, aren't the Districts' bidding opportunities listed there?**

No. The District of Columbia is an independent government.

**Q: I have just started a business, can I participate in the LSDBE program?**

Yes. However, the LSDBE Certification Program requires detailed investigation of capacity to perform and proof of direct experience to compete. As a start-up, your application must include detailed information about: experience, management capability, staff, capital injection, equipment to perform, licenses, leases, financial operations, business plan, etc.

**Q: What types of business structures does the LSDBE Program certify?**

The LSDBE program certifies c-corporations, s-corporations, limited liability corporations, partnerships, sole-proprietorships, and joint ventures

**Q: I'm thinking of joint venturing with another firm, do we both need LSDBE certification?**

No. Although it is highly encouraged to have all firms LSDBE certified, a joint venture may have only one company certified **IF** the primary business owns (control) and operates over 51% of the business interest. Please call for further information. All joint ventures are subject to review and final approval by the LBOC.

**Please Note:**

This Questions and Answer packet is designed to assist the applicant by listing some of the most commonly addressed issues. This packet is not intended to, by accident or otherwise, supersede any viable and/or current legislation authorized by the District of Columbia City Council. All applicants are advised to attend the Department of Human Rights and Local Business Development Orientation Session for LSDBE program participation requirements and further application information.

## REQUIRED SUPPORTING DOCUMENTS CHECKLIST - CORPORATION & LLC

For who: Companies registered as C-Corporations, S-Corporations and LLCs., with principle office(s) located within the District of Columbia

**What to submit:**

**Existing corporations please**

1. Complete the enclosed application
2. Provide copies of the following supportive corporate documentation
  - a) Articles of incorporation
  - b) Executed stock certificates
  - c) Executed office lease agreement (certificate of occupancy or home occupation permit may be substituted)
  - d) Abbreviated business plan (e.g. executive summary, operations plan, organizational structure, marketing outline, etc.)
  - e) Financial statements less than 120 days old (balance statement, cash flow summary, financial projections)
  - f) Last two (2) years corporate District and Federal tax returns
  - g) Resume of key personnel
3. Principle owner(s)' documentation of eligibility
  - a) Proof of citizenship (e.g. copy of passport, birth certificate, voter registration card)
  - b) Proof of residency (e.g. copy of driver's license or pictured ID and copy of current utility bill)

**New corporations (less than 1 year old) must provide**

1. All documentation as listed above, and
2. Proof of capital injection (e.g. current bank statement)
3. Comprehensive business plan

**Note:**

**Companies with principal offices located outside the District of Columbia must also complete a Waiver Application and meet criteria. Please see attached.**

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## REQUIRED SUPPORTING DOCUMENTS CHECKLIST - SOLE PROPRIETORSHIP

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For who: Companies registered as a sole-proprietorship with principal office(s) located **within** the District of Columbia

**What to submit:**

**Sole-proprietorships please**

1. Complete the enclosed application
2. Provide copies of the following supportive sole-proprietorship documentation
  - a) Executed office lease agreement (certificate of occupancy or home occupation permit may be substituted) or deed for principle business office
  - b) Brief description of business or an abbreviated business plan (e.g. executive summary, operations plan, organizational structure, marketing outline, etc.)
  - c) Financial statements less than 120 days old (balance statement, cash flow summary, financial projections)
  - d) Last two (2) years District and Federal tax returns
  - e) Resume
  - f) Proof of citizenship (e.g. copy of passport, birth certificate, voter registration card)
  - g) Proof of residency (e.g. copy of driver's license or pictured ID and copy of current utility bill, certificate of occupancy)

**New sole-proprietorships (less than 1 year old) must provide**

4. All documentation as listed above, and
5. Proof of capital injection (e.g. current bank statement)
6. Comprehensive business plan

**Note:**

**Companies with principal offices located outside the District of Columbia must also complete a Waiver Application and meet criteria. Please see attached.**

## REQUIRED SUPPORTING DOCUMENTS CHECKLIST - PARTNERSHIP

For who: Companies registered as a partnership with principal office(s) located within the District of Columbia

What to submit:

**Partnerships please**

1. Complete the enclosed application
2. Provide copies of the following supportive sole-proprietorship documentation
  - a) Executed office lease agreement (certificate of occupancy or home occupation permit may be substituted) or deed for principle business office
  - b) Brief description of business or an abbreviated business plan (e.g. executive summary, operations plan, organizational structure, marketing outline, etc.)
  - h) Financial statements less than 120 days old (balance statement, cash flow summary, financial projections)
  - i) Last two (2) years District and Federal tax returns for each partner
  - j) Resume for each partner
  - k) Proof of citizenship (e.g. copy of passport, birth certificate, voter registration card) for each partner
  - l) Proof of residency (e.g. copy of driver's license or pictured ID and copy of current utility bill, certificate of occupancy) for each partner
  - m) Partnership agreement

**New partnerships (less than 1 year old) must provide**

7. All documentation as listed above, and
8. Proof of capital injection (e.g. current bank statement)
9. Comprehensive business plan

**Note:** Companies with principal offices located outside the District of Columbia must also complete a Waiver Application and meet criteria. Please see attached.

## REQUIRED SUPPORTING DOCUMENTS CHECKLIST - DISADVANTAGED

For who: Companies applying for Disadvantaged Business Enterprise (DBE) status with principal office(s) located **within** the District of Columbia or the Washington Standard Metropolitan Statistical Area (WSMSA).

**What to submit:**

**Notarized statements :**

1. Identification of the group (ethnic basis) for which you are claiming disadvantaged status
2. Summary of specific instances where the following was denied and/or affected your ability to enter the free enterprise system
  - Access to capital
  - Access to credit
  - Access to bonding
3. Principal owner's personal financials

**Note:** To obtain additional information about this program, please contact the Department of Human Rights and Local Business Development - Certification Division at (202) 727-3900. All documents submitted are kept confidential and on file.

**Violations:**

Individuals found to have submitted fraudulent or substantially inaccurate information will be subject to civil criminal penalties (fines, imprisonment and/or debarment). Violators will also be liable for any additional expense the government incurs as a result of such violations.

# WAIVER APPLICATION

## GOVERNMENT OF THE DISTRICT OF COLUMBIA LOCAL BUSINESS DEVELOPMENT OPPORTUNITY COMMISSION

The WAIVER APPLICATION is for companies whose principal office is NOT physically located in the District of Columbia.

Firms located outside the District of Columbia may obtain Small, Disadvantaged Business Enterprise Certification consideration IF the applicant meets 4 of the 5 following criteria. Please complete this addendum and submit with your certification application package.

Applicant's Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Principal Address: \_\_\_\_\_  
(Street Address)

(City),

(State)

(Zip)

Tel. \_\_\_\_\_ Fax \_\_\_\_\_

1. The applicant's principal office is located in the Washington Standard Metropolitan Statistical Area\*: \_\_\_\_\_ Yes \_\_\_\_\_ No

List City & State: \_\_\_\_\_ County: \_\_\_\_\_

Documentation Required: A copy of the lease or rental agreement, or deed for the principal business office.

2. More than fifty percent (50%) of the assets of the business enterprise are located in the District of Columbia. \_\_\_\_\_ Yes \_\_\_\_\_ No

Total Assets (100%): \_\_\_\_\_ % of Assets in DC: \_\_\_\_\_

Documentation Required: Bank statements for the last six months; Balance Sheet less than 90 days old from each jurisdiction. Utilization of local bank with principal office in DC is encouraged.

3. More than fifty percent (50%) of the employees of the business are residents

<p>of the District of Columbia.</p> <p style="text-align: center;"><b>Total number of employees:</b></p> <p style="text-align: center;">_____</p> <p>Number of DC residents: _____</p> <p>3. Continued...</p> <p>Documentation Required: Employee W2 Forms or W3 Transmittal Forms for all employees who are DC residents; appropriate company contract forms for employees hired by contract; DC Unemployment Compensation Forms and/or certified payrolls not more than ninety (90) days old.</p> <p>4. The owners of more than fifty percent (50%) of the business enterprise are residents of the District of Columbia.</p> <p>Number of Owners: _____ Number of Owners in DC: _____</p> <p>Percentage(%) Ownership in DC: _____</p> <p>Documentation Required: Copy of personal income tax returns of principal owners reflecting their permanent home address; driver's license; homeowner's tax assessment, Articles of Incorporation, etc.</p> <p>5. More than fifty percent (50%) of the total sales or other revenues derived from transactions in the District of Columbia.    <input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p>Total Sales (FY ____): _____</p> <p>Total DC Sales Revenues (FY ____): _____</p> <p>Percentage (%) DC Sales Revenue (FY ____): _____</p> <p>Documentation Required: Documentation of sales (e.g. photocopies of contracts, sales tax forms and/or invoices from each jurisdiction; tax returns or income statement).</p>
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**\*Washington Standard Metropolitan Statistical Area (WSMSA)**

**Maryland Counties: Calvert, Charles, Howard, Montgomery, Prince Georges**

**Virginia Counties: Arlington, Fairfax, Loudon, Prince William, Stafford**

**Virginia Cities: Alexandria, Fairfax, Falls Church, Manassas, Manassas Park**

**LOCAL, SMALL AND DISADVANTAGE  
BUSINESS ENTERPRISE  
CERTIFICATION APPLICATION**

1. Business Name \_\_\_\_\_  
 Email \_\_\_\_\_ Tel. (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

2. Business Mailing Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Ward # \_\_\_\_\_

3. Principal Contact Person \_\_\_\_\_ Title \_\_\_\_\_ Tel (\_\_\_\_) \_\_\_\_\_

4. List Business Structure (choose one):  
 \_\_\_\_\_ Corporation \_\_\_\_\_ LLC \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Proprietorship

5. Date Business Established \_\_\_\_\_ If corporation, location of incorporation \_\_\_\_\_

Primary business activity (if diversified, percent of each adding up to a total of 100%): % \_\_\_\_\_ Professional Service (i.e. Legal, A&E, CPA, etc.)  
 % \_\_\_\_\_ Construction % \_\_\_\_\_ Manufacturer % \_\_\_\_\_ Distribution % \_\_\_\_\_ Wholesaler % \_\_\_\_\_ Retailer % \_\_\_\_\_ Service Provider

6. List the following business information (please contact listed reference phone numbers for personal assistance):

Dunn & Bradstreet No.:	800-333-0505	No.:	
Local Unemployment Compensation No.:	202-724-7566	No.:	
DC Franchise Tax ID:	202-727-7000	No.:	
Federal Employer ID:	800-829-1040	No.:	

7. Describe the business' product line, trade or services below (attach additional pages if necessary):  
 \_\_\_\_\_  
 \_\_\_\_\_

7a. National Institute of Government Policies (NIGP) Commodity Codes (see attached):  
 \_\_\_\_\_

8. Briefly describe any specialties: \_\_\_\_\_  
 \_\_\_\_\_

9. List business and office equipment, vehicles and facilities located (attach additional page if necessary):

a. Equipment & Vehicles Owned &/or Leased	Storage Location of Equipment & Vehicles	b. List All Operating Facilities <small>(please designate principal facility)</small>	Address, City, State, Zip

10. Identify all original and current owners/stockholders of the business (attach additional page if necessary):

Original and Current Owners/Stockholders of Business							(a) List Total Corporate Shares Authorized		
(b) Name of Owners/ Stockholders	(c) US Citizen <small>(check X if yes)</small>	(d) LAPR	(e) Sex	(f) Total authorized shares/ holder	(g) % of Ownership	(h) Initial Capital Injection	(i) Class of Stock Issued <small>(Common/ Preferred)</small>	(j) Home Address and Phone Number	(k) Ward No.

Note: In column (c) indicate with an "x" whether the persons listed are United States Citizen or Lawfully Admitted Permanent Resident (LAPR). In columns (f) through (i) indicate investment capital, total number and type of shares issued to each owner.

11. Identify current members of Board of Directors/Owners (part a) and Officers of the Corporation (part b):

(a) Current Board of Directors/Owners							
Name	Title	Occupation	Sex	Date Appointed	Home Address	Phone	Ward No.

(b) Officers of Corporation/Key Personnel							
Name	Title	Operational Function(s)	Sex	Date Appointed	Home Address	Phone	Ward No.

12. List Bonding Information:

Name of Bonding Company \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

List bonding specialties (if any) \_\_\_\_\_ Bonding Limit \$ \_\_\_\_\_ \$ \_\_\_\_\_

13. List Insurance Information:  
 Name of Insurance Company \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Contact Person \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_  
 List insurance type: \_\_\_\_\_ Property/Liability Limit \$ \_\_\_\_\_

14. List Business Banking Information:  
 Primary Business Bank \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Contact Person \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

15. List other Local Businesses (DC-based) do you do business with:  
 Business Name \_\_\_\_\_ Contact Person: \_\_\_\_\_ Tel (\_\_\_\_) \_\_\_\_\_  
 Business Name \_\_\_\_\_ Contact Person: \_\_\_\_\_ Tel (\_\_\_\_) \_\_\_\_\_  
 Business Name \_\_\_\_\_ Contact Person: \_\_\_\_\_ Tel (\_\_\_\_) \_\_\_\_\_

16. List charitable and other contributions to the DC Community (please be specific):  
 Name \_\_\_\_\_ Tel (\_\_\_\_) \_\_\_\_\_  
 Type of contribution \_\_\_\_\_ Tel (\_\_\_\_) \_\_\_\_\_  
 Name \_\_\_\_\_ Tel (\_\_\_\_) \_\_\_\_\_

17. Type of contribution \_\_\_\_\_  
 List total amount of taxes paid to DC Government (specify type of taxes paid in the current and latest tax year):  
 a. Check all that apply: \_\_\_\_\_  
 \_\_\_\_\_ Arena ..... \$ \_\_\_\_\_  
 \_\_\_\_\_ Corporate ..... \$ \_\_\_\_\_  
 \_\_\_\_\_ Unemployment ..... \$ \_\_\_\_\_  
 \_\_\_\_\_ Personal Property ..... \$ \_\_\_\_\_  
 \_\_\_\_\_ Workers Compensation ..... \$ \_\_\_\_\_  
 \_\_\_\_\_ Sales ..... \$ \_\_\_\_\_  
 \_\_\_\_\_ Real Estate ..... \$ \_\_\_\_\_  
 \_\_\_\_\_ Fuel ..... \$ \_\_\_\_\_  
 \_\_\_\_\_ Business ..... \$ \_\_\_\_\_  
 \_\_\_\_\_ Use ..... \$ \_\_\_\_\_  
 \_\_\_\_\_ Income ..... \$ \_\_\_\_\_  
 b. Current, Year-to-Date: \_\_\_\_\_  
 c. Last Fiscal Year 19 \_\_\_\_\_: \$ \_\_\_\_\_

18. List the LSDBE status you are applying for (please choose all that are applicable and refer to "Supporting Documentation Checklist"):  Local  Small  Disadvantaged (additional notarized affidavit required)

a. List location of principal business site:  DC  WMSA (please reference "Waiver Application")

b. Enterprise Zone - If you have listed "DC" as your principal business site, please indicate one:  
 DC Village Economic Development Zone  
 Anacostia Economic Development Zone  
 At large DC based business, Non-Economic Development Zone

c. List type and qualification for Small Business Enterprise:

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><u>Industry Type</u></p> <input type="checkbox"/> Construction (street, highway, bridges, etc.)<br><input type="checkbox"/> Building Construction (general construction, etc.)<br><input type="checkbox"/> Specialty Trade Contractors<br><input type="checkbox"/> Manufacturing Services<br><input type="checkbox"/> General Services<br><input type="checkbox"/> Transportation & Hauling Services<br><input type="checkbox"/> Goods & Equipment<br><input type="checkbox"/> Personal Services (hotels, beauty, laundry, etc.)<br><input type="checkbox"/> Business Services (general)<br><input type="checkbox"/> Health & Legal Services<br><input type="checkbox"/> Health Facilities Management<br><input type="checkbox"/> Financial Institutions | <p><u>Revenue Limit (last fiscal year)</u></p> <input type="checkbox"/> \$23 million or less<br><input type="checkbox"/> \$21 million or less<br><input type="checkbox"/> \$13 million or less<br><input type="checkbox"/> \$10 million or less<br><input type="checkbox"/> \$19 million or less<br><input type="checkbox"/> \$13 million or less<br><input type="checkbox"/> \$8 million or less<br><input type="checkbox"/> \$5 million or less<br><input type="checkbox"/> \$10 million or less<br><input type="checkbox"/> \$19 million or less<br><input type="checkbox"/> \$300 million in assets or less |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

19. List Workforce Information:

Workforce Information						
Name	Title	Full Time/ Part Time	Sex	Date Hired	Home Address	Phone No.

20. List Professional and Current Licenses:

License Type	License Number	License Expiration Date	Authorizing Entity of License

21. List Gross Annual Revenues for Last Three (3) Years:

19\_\_\_\_ / \$ 19\_\_\_\_ / \$ 19\_\_\_\_ / \$

22. List Sources of Business Revenues

Source of Business Revenues	List Fiscal Year	Amount	% of Total Revenues
Contracts/Sales	19____	\$____	
DC Government Prime		\$	
DC Government Sub		\$	
Private Sector		\$	
Other		\$	
Total		\$	100%
Description of "Other" sources			

23. Complete and notarize the attached Affidavit and submit to:

District of Columbia  
 Department of Human Rights and Local Business Development  
 441 4<sup>th</sup> Street, NW, Suite 970N  
 Washington, DC 20001  
 Tel: (202)727-3900

# SWORN AFFIDAVIT

The undersigned swears that the foregoing statements made as part of this application and submitted (with/without a bid or proposal request) are true and correct and include all material information necessary.

1. to identify and explain the operations of (Name of Company) \_\_\_\_\_
2. to identify the ownership thereof; and
3. to establish their eligibility for certification as a Local Business Enterprise, and/or Small Business Enterprise, and/or Disadvantaged Business Enterprise, and/or located within an Enterprise Zone.

Further, the undersigned agrees that if he/she has not already done so, he/she will provide directly to the Local Business Opportunity Commission (LBOC) the LSDBE Application supporting documents as may be required. This includes complete Cooperation with the LBOC's certification process, and allows the examination of books, records and files of the company at the business location or at any other place, including other companies with which the firm conducts its operations. The undersigned understand and agrees that failure to submit the required documentation could render a bid/proposal submitted under the rules of this statute null and void. The undersigned understands the District of Columbia Corporate Counsel may bring civil action in the Superior Court of the District of Columbia against a business enterprise and the directors, officers or principal thereof that is reasonably believed has certification by fraud or deceit or has furnished substantially inaccurate or incomplete information to the Commission which is punishable by a fine of \$100,000. A business enterprise convicted of false swearing shall be subject to criminal penalties of not more than \$1,000 and/or imprisoned for not more the one (1) year (Dec. 1, 1982, DC Law 4-164, §§404.29DCR 3976) and possible debarment. If a contract is terminated due to fraud or deceit by the applicant, requiring the government to readvertise or resolicit for products or services. The undersigned will be held liable for the additional expenses incurred by the government.

If, after filing this document there are any changes (during the term of the certification) in the information submitted herein, the undersigned will inform LSDBE Program immediately of the change.

NOTARIZATION: \_\_\_\_\_ (Sign only in the presence of a D.C. Notary)

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Name (please print): \_\_\_\_\_

Date: \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, Before me personally (name of D.C. Notary)

who is properly authorized by (name of firm) \_\_\_\_\_

to execute this Affidavit and did so at his/her free act and deed.

Notary Signature: \_\_\_\_\_

My commission expires: \_\_\_\_\_

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**FIRST SOURCE EMPLOYMENT**

# FIRST SOURCE EMPLOYMENT AGREEMENT

Contract Number: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Address: \_\_\_\_\_ Ward: \_\_\_\_\_

Nonprofit Organization: (Yes) \_\_\_\_\_ (No) \_\_\_\_\_

This First Source Employment Agreement, in accordance with D. C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 for recruitment, referral, and placement of District of Columbia residents, is between the District of Columbia Department of Employment Services, hereinafter referred to as DOES, and \_\_\_\_\_, hereinafter, referred to as EMPLOYER. Under this Employment Agreement, the EMPLOYER will use DOES as its first source for recruitment, referral, and placement of new hires or employees for the new jobs created by this project and will hire 51% District of Columbia residents for all new jobs created, as well, as 51% of apprentices employed in connection with the project shall be District residents registered in programs approved by the District of Columbia Apprenticeship Council.

## I. GENERAL TERMS

- A. The EMPLOYER will use DOES as its first source for the recruitment, referral and placement of employees.
- B. The EMPLOYER shall require all contractors and subcontractors, with contracts totaling \$100,000 or more, to enter into a First Source Employment Agreement with DOES.
- C. DOES will provide recruitment, referral and placement services to the EMPLOYER subject to the limitations set out in this Agreement.
- D. DOES participation in this Agreement will be carried out by the Office of the Director, with the Office of Employer Services, which is responsible for referral and placement of employees, or such other offices or divisions designated by DOES.

- E. This Agreement shall take effect when signed by the parties below and shall be fully effective for the duration of the contract and any extensions or modifications to the contract.
- 
- F. This Agreement shall not be construed as an approval of the EMPLOYER'S bid package, bond application, lease agreement, zoning application, loan, or contract/subcontract.
- G. DOES and the EMPLOYER agree that for purposes of this Agreement, new hires and jobs created (both union and nonunion) include all EMPLOYER'S job openings and vacancies in the Washington Standard Metropolitan Statistical Area created 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.
- H. For purposes of this Agreement, apprentices as defined in D.C. Law 2-156 are included.
- I. The EMPLOYER shall register an apprenticeship program with the D.C. Apprenticeship Council for construction or renovation contracts or subcontracts totaling \$500,000 or more. This includes any construction or renovation contract or subcontract signed as the result of, but is not limited to, a loan, bond, grant, Exclusive Right Agreement, street or alley closing, or a leasing agreement of real property for one (1) year or more.
- J. All contractors who contract with the Government of the District of Columbia to perform information technology work with a single contract or cumulative contracts of at least \$500,000, let within any twelve (12) month period shall be required to register an apprenticeship program with the District of Columbia Apprenticeship Council.
- K. The term "information technology work" shall include, but is not limited to, the occupations of computer programmer, programmer analyst, desktop specialist, technical support specialist, database specialist, network support specialist, and any other related occupations as the District of Columbia Apprenticeship Council may designate by regulation.

## II. RECRUITMENT

- A. The EMPLOYER will complete the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. The EMPLOYER will notify DOES of its specific need for new employees as soon as that need is identified.

B. Notification of specific needs, as set forth in Section II.A. must be given to DOES at least five (5) business days (Monday - Friday) before using any other referral source, and shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.

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C. Job openings to be filled by internal promotion from the EMPLOYER'S current workforce need not be referred to DOES for placement and referral.

D. The EMPLOYER will submit to DOES, prior to starting work on the project, the names, and social security numbers of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the project.

### III. REFERRAL

DOES will screen and refer applicants according to the qualifications supplied by the EMPLOYER.

### IV. PLACEMENT

A. DOES will notify the EMPLOYER, prior to the anticipated hiring dates, of the number of applicants DOES will refer. DOES will make every reasonable effort to refer at least two qualified applicants for each job opening.

B. The EMPLOYER will make all decisions on hiring new employees but will in good faith use reasonable efforts to select its new hires or employees from among the qualified persons referred by DOES.

C. In the event DOES is unable to refer the qualified personnel requested, within five (5) business days (Monday - Friday) from the date of notification, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. Notwithstanding, the EMPLOYER will still be required to hire 51% District residents for the new jobs created by the project.

D. After the EMPLOYER has selected its employees, DOES will not be 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.

## V. TRAINING

DOES and the EMPLOYER may agree to develop skills training and on-the-job training programs; the training specifications and cost for such training will be mutually agreed upon by the EMPLOYER and DOES and set forth in a separate Training Agreement.

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## VI. CONTROLLING REGULATIONS AND LAWS

- A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, the laws or regulations shall prevail.
- B. DOES will make every effort to work within the terms of all collective bargaining agreements to which the EMPLOYER is a party.
- C. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has provided the representative of any involved collective bargaining unit with 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.

## VII. EXEMPTIONS

- A. Contracts, subcontracts or other forms of government-assistance less than \$100,000.
- B. Employment openings the contractor will fill with individuals already employed by the company.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Suppliers located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in the Washington Standard Metropolitan Statistical Area.

## VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. 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, the EMPLOYER as a condition of transfer shall:
  - 1. Notify the party taking possession of the existence of the EMPLOYER'S Agreement.
  - 2. Notify the party taking possession that full compliance with this Agreement is required in order to avoid termination of the project.
  - 3. EMPLOYER shall, additionally, advise DOES within seven (7) business/calendar days of the transfer. This advice will include the

name of the party taking possession and the name and telephone of that party's representative.

- B. DOES shall monitor EMPLOYER'S performance under this Agreement. The EMPLOYER will cooperate in DOES' monitoring effort and will submit a Contract Compliance Form to DOES monthly.
- 
- C. To assist DOES in the conduct of the monitoring review, the EMPLOYER will make available payroll and employment records for the review period indicated.
- D. If additional information is needed during the review, the EMPLOYER will provide the requested information to DOES.
- E. With the submission of the final request for payment from the District, the EMPLOYER shall:
1. Document in a report to the Contracting Officer its compliance with the requirement that 51% of the new employees hired by the project be District residents; or
  2. Submit a request to the Contracting Officer for a waiver of compliance with the requirement that 51% of the new employees hired by the project be District residents and include the following documentations:
    - a. Material supporting a 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.
- F. The Contracting Officer may waive the requirement that 51% of the new employees hired by the project be District residents, if the Contracting Officer finds that:
1. A good faith effort to comply is demonstrated by the contractor;
  2. The EMPLOYER is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area;  
The Washington Standard Metropolitan Statistical Area includes the District of Columbia, the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg; the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
  3. The EMPLOYER enters into a special workforce development training or placement arrangement with DOES; or

4. DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the contract.

G. Willful breach of the First Source Employment Agreement by the EMPLOYER, or failure to submit the Contract Compliance Report, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract.

H. Nonprofit organizations are exempted from the requirement that 51% of the new employees hired on the project be District residents.

I. The EMPLOYER and DOES, or such other agent as DOES may designate, may mutually agree to modify this Agreement.

J. The project may be terminated because of the EMPLOYER'S non-compliance with the provisions of this Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signed:

\_\_\_\_\_  
Department of Employment Services

\_\_\_\_\_  
Signature of Employer

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
E-mail

## EMPLOYMENT PLAN

NAME OF FIRM \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_ FEDERAL IDENTIFICATION NO. \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_ TITLE \_\_\_\_\_

E-mail: \_\_\_\_\_ TYPE OF BUSINESS: \_\_\_\_\_

ORIGINATING DISTRICT AGENCY \_\_\_\_\_

CONTRACTING OFFICER: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

TYPE OF PROJECT \_\_\_\_\_ FUNDING AMOUNT \_\_\_\_\_

PROJECTED START DATE \_\_\_\_\_ PROJECT DURATION \_\_\_\_\_

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this project.

	JOB TITLE	# OF JOBS F/T P/T	SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
A					
B					
C					
D					
E					
F					
G					
H					
I					
J					
K					



## FIRST SOURCE EMPLOYMENT AGREEMENT

Contract Number: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Address: \_\_\_\_\_ Ward: \_\_\_\_\_

Nonprofit Organization: (Yes) \_\_\_\_\_ (No) \_\_\_\_\_

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### I. GENERAL TERMS

- A. The EMPLOYER will use DOES as its first source for the recruitment, referral and placement of employees.
- B. The EMPLOYER shall require all contractors and subcontractors, with contracts totaling \$100,000 or more, to enter into a First Source Employment Agreement with DOES.
- C. DOES will provide recruitment, referral and placement services to the EMPLOYER subject to the limitations set out in this Agreement.
- D. DOES participation in this Agreement will be carried out by the Office of the Director, with the Office of Employer Services, which is responsible for referral and placement of employees, or such other offices or divisions designated by DOES.

- E. This Agreement shall take effect when signed by the parties below and shall be fully effective for the duration of the contract and any extensions or modifications to the contract.
- 
- F. This Agreement shall not be construed as an approval of the EMPLOYER'S bid package, bond application, lease agreement, zoning application, loan, or contract/subcontract.
- G. DOES and the EMPLOYER agree that for purposes of this Agreement, new hires and jobs created (both union and nonunion) include all EMPLOYER'S job openings and vacancies in the Washington Standard Metropolitan Statistical Area created 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.
- H. For purposes of this Agreement, apprentices as defined in D.C. Law 2-156 are included.
- I. The EMPLOYER shall register an apprenticeship program with the D.C. Apprenticeship Council for construction or renovation contracts or subcontracts totaling \$500,000 or more. This includes any construction or renovation contract or subcontract signed as the result of, but is not limited to, a loan, bond, grant, Exclusive Right Agreement, street or alley closing, or a leasing agreement of real property for one (1) year or more.
- J. All contractors who contract with the Government of the District of Columbia to perform information technology work with a single contract or cumulative contracts of at least \$500,000, let within any twelve (12) month period shall be required to register an apprenticeship program with the District of Columbia Apprenticeship Council.
- K. The term "information technology work" shall include, but is not limited to, the occupations of computer programmer, programmer analyst, desktop specialist, technical support specialist, database specialist, network support specialist, and any other related occupations as the District of Columbia Apprenticeship Council may designate by regulation.

## II. RECRUITMENT

- A. The EMPLOYER will complete the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. The EMPLOYER will notify DOES of its specific need for new employees as soon as that need is identified.

B. Notification of specific needs, as set forth in Section II.A. must be given to DOES at least five (5) business days (Monday - Friday) before using any other referral source, and shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.

C. Job openings to be filled by internal promotion from the EMPLOYER'S current workforce need not be referred to DOES for placement and referral.

D. The EMPLOYER will submit to DOES, prior to starting work on the project, the names, and social security numbers of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the project.

### III. REFERRAL

DOES will screen and refer applicants according to the qualifications supplied by the EMPLOYER.

### IV. PLACEMENT

A. DOES will notify the EMPLOYER, prior to the anticipated hiring dates, of the number of applicants DOES will refer. DOES will make every reasonable effort to refer at least two qualified applicants for each job opening.

B. The EMPLOYER will make all decisions on hiring new employees but will in good faith use reasonable efforts to select its new hires or employees from among the qualified persons referred by DOES.

C. In the event DOES is unable to refer the qualified personnel requested, within five (5) business days (Monday - Friday) from the date of notification, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. Notwithstanding, the EMPLOYER will still be required to hire 51% District residents for the new jobs created by the project.

D. After the EMPLOYER has selected its employees, DOES will not be 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.

## V. TRAINING

DOES and the EMPLOYER may agree to develop skills training and on-the-job training programs; the training specifications and cost for such training will be mutually agreed upon by the EMPLOYER and DOES and set forth in a separate Training Agreement.

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## VI. CONTROLLING REGULATIONS AND LAWS

- A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, the laws or regulations shall prevail.
- B. DOES will make every effort to work within the terms of all collective bargaining agreements to which the EMPLOYER is a party.
- C. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has provided the representative of any involved collective bargaining unit with 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.

## VII. EXEMPTIONS

- A. Contracts, subcontracts or other forms of government-assistance less than \$100,000.
- B. Employment openings the contractor will fill with individuals already employed by the company.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Suppliers located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in the Washington Standard Metropolitan Statistical Area.

## VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. 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, the EMPLOYER as a condition of transfer shall:
  - 1. Notify the party taking possession of the existence of the EMPLOYER'S Agreement.
  - 2. Notify the party taking possession that full compliance with this Agreement is required in order to avoid termination of the project.
  - 3. EMPLOYER shall, additionally, advise DOES within seven (7) business/calendar days of the transfer. This advice will include the

name of the party taking possession and the name and telephone of that party's representative.

B. DOES shall monitor EMPLOYER'S performance under this Agreement. The EMPLOYER will cooperate in DOES' monitoring effort and will submit a Contract Compliance Form to DOES monthly.

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C. To assist DOES in the conduct of the monitoring review, the EMPLOYER will make available payroll and employment records for the review period indicated.

D. If additional information is needed during the review, the EMPLOYER will provide the requested information to DOES.

E. With the submission of the final request for payment from the District, the EMPLOYER shall:

1. Document in a report to the Contracting Officer its compliance with the requirement that 51% of the new employees hired by the project be District residents; or
2. Submit a request to the Contracting Officer for a waiver of compliance with the requirement that 51% of the new employees hired by the project be District residents and include the following documentations:
  - a. Material supporting a 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.

F. The Contracting Officer may waive the requirement that 51% of the new employees hired by the project be District residents, if the Contracting Officer finds that:

1. A good faith effort to comply is demonstrated by the contractor;

2. The EMPLOYER is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area;

The Washington Standard Metropolitan Statistical Area includes the District of Columbia, the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg; the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

3. The EMPLOYER enters into a special workforce development training or placement arrangement with DOES; or

4. DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the contract.

G. Willful breach of the First Source Employment Agreement by the EMPLOYER, or failure to submit the Contract Compliance Report, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract.

H. Nonprofit organizations are exempted from the requirement that 51% of the new employees hired on the project be District residents.

I. The EMPLOYER and DOES, or such other agent as DOES may designate, may mutually agree to modify this Agreement.

J. The project may be terminated because of the EMPLOYER'S non-compliance with the provisions of this Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signed:

\_\_\_\_\_  
Department of Employment Services

\_\_\_\_\_  
Signature of Employer

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
E-mail

## EMPLOYMENT PLAN

NAME OF FIRM \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_ FEDERAL IDENTIFICATION NO. \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_ TITLE \_\_\_\_\_

E-mail: \_\_\_\_\_ TYPE OF BUSINESS: \_\_\_\_\_

ORIGINATING DISTRICT AGENCY \_\_\_\_\_

CONTRACTING OFFICER: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

TYPE OF PROJECT \_\_\_\_\_ FUNDING AMOUNT \_\_\_\_\_

PROJECTED START DATE \_\_\_\_\_ PROJECT DURATION \_\_\_\_\_

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this project.

	JOB TITLE	# OF JOBS F/T P/T	SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
A					
B					
C					
D					
E					
F					
G					
H					
I					
J					
K					



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**COST/PRICE DISCLOSURE CERTIFICATE**



**Office of Contracting  
& Procurement**

\*\*\* Government of the  
District of Columbia

**COST / PRICE DISCLOSURE CERTIFICATION**

RFP Number: \_\_\_\_\_ Closing Date: \_\_\_\_\_

Caption: \_\_\_\_\_ Total Proposed Amount: \_\_\_\_\_

The undersigned \_\_\_\_\_

(please print name and title of offeror's authorized signatory) hereby certifies that, to the best of my knowledge, the cost and pricing data (i.e. at the time of price agreement this certification represents that all material facts of which prudent buyers and sellers would reasonably expect to affect price negotiations in any significant manner) submitted was accurate, complete, and current as of \_\_\_\_\_ (date of RFP closing or conclusion of negotiations as appropriate).

The undersigned further agrees that it is under a continuing duty to update cost or pricing data through the date that negotiations, if any, with the District are completed. The undersigned further agrees that the price, including profit or fee, will be adjusted to exclude any significant price increases occurring because the cost or pricing data was inaccurate, incomplete or not current. (See D.C. Procurement Regulations, 27 DCMR, Chapter 6, Section 699, Chapter 16, Section 1624; and Section 32 of the Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, October 1, 1999, as amended).

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

DUNS #: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

## COST/PRICE DATA REQUIREMENTS

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### 1. GENERAL INFORMATION:

- 1.1 Offerors submitting cost/price proposals, in response to a District Request For Proposal (RFP), sole source procurement, change order, or contract modification exceeding \$500,000 in total value, must include a complete cost and pricing data breakdown (i.e., data that is verifiable and factual) for all costs identified in the proposal, and relevant to the performance of the contract. The requirement for submission of cost or pricing data is met when all accurate cost or pricing data reasonably available to the Offeror has been submitted, either actually, or by specific identification, to the District. If not available at the time of submission, as later information comes into the Offeror's possession, it should be promptly submitted to the District in a manner that clearly demonstrates its relationship to, and effect on, the Offeror's cost/price proposal. This requirement continues up to the date of final agreement on price and/or other issues, as agreed upon between the parties.
- 1.2 There is a clear distinction between submitting cost or pricing data and merely making available books, records and other documents without identification or context. By submitting a cost/price proposal, the Offeror, if selected for negotiation, grants the Contracting Officer, or an authorized representative, the right to examine, at any time before award, those books, records, documents, and other types of factual information, regardless of form or whether such supporting information is specifically referenced or included in the proposal as a basis for pricing, that will permit an adequate evaluation of the proposed cost/price.
- 1.3 The cost/price proposal will represent the offeror's understanding of the RFP's requirements and the offeror's ability to organize and perform those requirements effectively and efficiently. The evaluation of the Offeror's cost/price proposal will be based on an analysis of the realism and completeness of the cost data, the conformity of the cost to the offeror's technical data and the proposed allocation of labor-hours and skill sets. Pertinent cost information, including but not limited to Defense Contract Auditing Agency (DCAA) and/or the Department of Labor (DOL) recommended rates for direct labor, overhead, general and administrative expense (G&A), etc., as necessary and appropriate, must be used to arrive at the most probable cost to be incurred by the Offeror. If the District considers the proposed costs to be unrealistic, the Offeror should adjust its proposed costs accordingly. Any inconsistency, whether real or apparent, between promised performance and cost or price should be explained in the cost/price proposal. The burden of proof for cost credibility rests with the Offeror.
- 1.4 The Offeror must submit its cost/price proposal in hard copy as well as on a diskette, which is in a format (i.e. MS Office, Lotus 1-2-3, etc.) specified and/or provided by the Agency Contracting Officer in the solicitation package. All cost/price proposals should provide a cost summary by all cost elements, cross-referenced to supporting documentation. See Table No. (1.4).

**Table (1.4)  
Example Cost Summary Format**

Cost Item	Task 1			Task 2			Task 3			Task (4) (Total)	Base Item Total
	R	H	D	R	H	D	R	H	D		
Direct Labor Categories											
♦ Employee A											
♦ Employee B											
♦ Employee C											
Total Labor Hours											
Total Labor Dollars											
Fringe Benefit											
Labor Overhead *											
Total Direct Labor											
Other Direct Costs											
♦ Equip. & Supplies											
♦ Materials											
♦ Travel											
♦ Other											
Subcontractors											
♦ Sub A											
♦ Sub B											
ODC Overhead *											
Total ODC & Subcontractors											
G&A											
Fee/Profit											
Total Price											

H = Hours      R = Rate      D = Dollars (Rate X Hours = Dollars)

**Note: Provide cost information similar to the above format for each option/out-year**

**\* Note: Small, field-based trade providers typically have a labor or combined overhead cost components. Larger, more diversified providers may have separate labor, and/or ODC or combined overhead component.**

Table (1.4)  
Example Cost Summary Format

Cost Item	Task 1			Task 2			Task 3			Task 4, etc.			Option Year 1 Total
	R	H	D	R	H	D	R	H	D	R	H	D	
Direct Labor Categories													
♦ Employee A													
♦ Employee B													
♦ Employee C													
Total Labor Hours													
Total Labor Dollars													
Fringe Benefit													
Labor Overhead *													
Total Direct Labor													
Other Direct Costs													
♦ Equip. & Supplies													
♦ Materials													
♦ Travel													
♦ Other													
Subcontractors													
♦ Sub A													
♦ Sub B													
ODC Overhead *													
Total ODC & Subcontractors													
G&A													
Fee/Profit													
Total Price													

H = Hours      R = Rate      D = Dollars (Rate X Hours = Dollars)

Note: Provide cost information similar to the above format for each option/out-year

\* Note: Small, field-based trade providers typically have a labor or combined overhead cost component. Larger, more diversified providers may have separate labor, and/or ODC or combined overhead component.

Table (1.4)  
**Example Cost Summary Format**

Cost Item	Task 1			Task 2			Task 3			Task 4, etc.			Option Year 2 Total
	R	H	D	R	H	D	R	H	D	R	H	D	
Direct Labor Categories													
♦ Employee A													
♦ Employee B													
♦ Employee C													
Total Labor Hours													
Total Labor Dollars													
Fringe Benefit													
Labor Overhead *													
Total Direct Labor													
Other Direct Costs													
♦ Equip. & Supplies													
♦ Materials													
♦ Travel													
♦ Other													
Subcontractors													
♦ Sub A													
♦ Sub B													
ODC Overhead *													
Total ODC & Subcontractors													
G&A													
Fee/Profit													
Total Price													

H = Hours      R = Rate      D = Dollars (Rate X Hours = Dollars)

**Note: Provide cost information similar to the above format for each option/out-year**

\* **Note:** Small, field-based trade providers typically have a labor or combined overhead cost components. Larger, more diversified providers may have separate labor, and/or ODC or combined overhead component.

#### 4. SUPPORTING COST DATA:

2.1 The Offeror shall provide, for each cost element, a narrative description, in sufficient detail, to demonstrate price reasonableness, credibility and reliability. The Offeror shall provide its assumptions and methodologies used to estimate each cost element (significant item and quantity estimates, labor hour expenditure patterns and mix, etc.). The following information shall be included in this section:

- 2.1.1. The Offeror's total estimated costs plus its fee (if applicable) for providing all of the requirements of the RFP, as proposed in their technical proposal. Offerors should support their best estimates of all costs (direct, indirect, profit, etc.) to be incurred in the performance of the contract.
- 2.1.2. When proposing multiyear/option year pricing, the estimated proposed costs shall include a breakdown of all cost elements for the base year as well as each option/out-year. Labor, other direct costs, indirect costs and profit shall each be clearly identifiable. If different from the Defense Contract Auditing Agency (DCAA) or Department Of Labor (DOL) recommended rates, the Offeror shall provide a thorough explanation for the variation(s) of rates.
- 2.1.3. The Cost Summary Format (Table 1.4) provides a format for the Offeror to submit to the District a pricing proposal of estimated cost by line item, along with supporting documentation that is adequately cross-referenced and suitable for cost realism analysis. A cost-element breakdown shall be attached for each proposed line item and must reflect any other specific requirements established by the Contracting Officer. When more than one contract line item is proposed, a summary of the total amount covering all line items must be furnished for each cost element.
- 2.1.4. If the Offeror has an agreement with a federal, state, or municipal government agency on the use of a Forward Pricing Rates Agreement (FPRA) or other rate agreement for labor, fringe benefits, overhead and/or general and administrative expense, the Offeror must identify the agreement, provide a copy and describe its nature, terms and duration.

### 3. SPECIFIC COST ELEMENTS:

A well-supported cost/price proposal reduces the effort needed for review and facilitates informed negotiations. The following are the minimum criteria that constitute an acceptable cost/price proposal:

3.1 **Direct labor:** A task-phased annual breakdown of labor rates and labor hours by category or skill level, including the basis for the rates and hours estimated (i.e., payroll registers, wage determinations, collective bargaining agreements, historical experience, engineering estimates, etc.).

3.1.1 The Offeror shall use the following Table No. (3.1.1) to exhibit its total labor hours by prime contractor and subcontractor(s). A separate table should be completed for each year (base and out-years).

**Table (3.1.1)  
Annual Labor Summary**

<b>Item</b>	<b>Task 1</b>	<b>Task 2</b>	<b>Task 3</b>	<b>Task 4</b>	<b>Base Year Total</b>
<u>Labor Category, Prime</u> <ul style="list-style-type: none"> <li>• Employee A</li> <li>• Employee B</li> <li>• Employee C</li> </ul>					
<u>Labor Category, Sub.</u> <ul style="list-style-type: none"> <li>• Employee D</li> <li>• Employee E</li> <li>• Employee F</li> </ul>					
<u>Labor Category, Consultant</u> <ul style="list-style-type: none"> <li>• Employee G</li> <li>• Employee H</li> </ul>					
<b>Total Labor Hours by Task</b>					

**Note: Do not include wage rates in this table**

3.1.2 A standard of 40 hours/week, 1,920 hours/year is recommended. If another standard is used, it should be precisely defined. Any deviation from the above labor-hour projection without substantiation may form the basis to reject the response to the RFP. The proposed labor-hours shall include prime contractor, subcontractor and consultant hours.

3.1.3 The Offeror shall also submit Table No. (3.1.4.b), depicting the labor mix percentages as proposed for the base year as well as the out-years and should match the personnel experience requirements specified in the RFP, Section **(to be referenced by the Contract Specialist)**, under Personnel Experience. All of the RFP Key positions must be included within the Senior Staff categories. To provide a better understanding of this format, Table No. (3.1.4.a) is provided as an example.

3.1.4 The Offeror shall describe how the hourly direct labor rate was derived and indicate whether these rates are subject to any collective bargaining agreement(s), the Service Contract Act (SCA), Davis-Bacon, or any other special agreement which controls the labor rate indicated. When proposing price escalation for option/out-years, the Offerors must follow instructions provided under Economic Price Adjustments, Section H, of this RFP.

Table (3.1.4.a)

Summary of Proposed Annual labor Mix Category (with examples)

NAME (Note 1)	LABOR MIX (Note 2)	OFFEROR'S LABOR CATEGORY (Note 3)	PERCENT OF TIME ON CONTRACT (Note 4)	PLANNED SOW ASSIGNMENT (Note 5)	STATUS (Note 6)
Able, Jackson	Sr. Staff Level 1	Program Director	PT/10%	N/A	PCE/E
Black, William E.	Sr. Staff Level 1	Psychiatrist	PT/20%	C.3	PCE/E
White, Pamela A.	Sr. Staff Level 2	Clinic Manager	PT/50%	C.4.1	PCE/P
Green, Robert T.	Sr. Staff Level 3	Counseling Supvs.	PT/50%	C.4.2	PCE/P
Ross, Allen	Jr. Staff Level 1	Counselor	FT/100%	C.4.3	PCE/E

Note 1: Last name, first name, middle initial, grouped by task as specified in SOW. Attach resume for each name on list. The names on this list and the resumes are to be in the same order.

Note 2: Staff levels in each Labor Mix should be classified by the level of expertise and years of experience.

Note 3: Offerors internal labor category.

Note 4: State whether the individual is employed full time (FT) or part time (PT) and the planned percentage of the named person's production time that is to be applied as a direct charge to the contract.

Note 5: Identify by SOW paragraph(s) and task number, the major tasks to which the individual is expected to be assigned.

Note 6: Enter PCE if individual is to be a prime contractor employee; enter SCE if the individual is to be a subcontractor employee; enter CON if individual is to be a consultant. Enter E if employee as of the date of this proposal; enter P if the individual is a pending employee as of date of the proposal. Signed Commitment Agreements are required for all individuals with P status. A copy of each agreement is to be inserted behind the resume section in the technical proposal.

Table (3.1.4.b)

Summary of Proposed Annual labor Mix Category

NAME (Note 1)	LABOR MIX (Note 2)	OFFEROR'S LABOR CATEGORY (Note 3)	PERCENTAGE TIME ON CONTRACT (Note 4)	PLANNED SOW ASSIGNMENT (Note 5)	STATUS (Note 6)
<u>Labor Category, Prime</u> • Employee A • Employee B • Employee C • Employee D					
<u>Labor Category, Sub.</u> • Employee E • Employee F • Employee G					
<u>Labor Category, Consultant</u> • Employee H Employee I					

Last name, first name, middle initial, grouped by task as specified in SOW. Attach resume for each name on list. The names on this list and the resumes are to be in the same order.

Note 2: Staff levels in each Labor Mix should be classified by the level of expertise and years of experience.

Note 3: Offerors internal labor category.

Note 4: State whether the individual is employed full time (FT) or part time (PT) and the planned percentage of the named person's productive time that is to be applied as a direct charge to the contract.

Note 5: Identify by SOW paragraph(s) and task number, the major tasks to which the individual is expected to be assigned.

Note 6: Enter PCE if individual is to be a prime contractor employee; enter SCE if the individual is to be a subcontractor employee; enter CON if individual is to be a consultant. Enter E if employee as of the date of this proposal; enter P if the individual is a pending employee as of date of the proposal. Signed Commitment Agreements are required for all individuals with P status. A copy of each agreement is to be inserted behind the resume section in the technical proposal.

**Indirect Costs:** The Offeror shall indicate its proposed fringe, Overhead and General & Administrative rates for each applicable fiscal or calendar year (as appropriate). The Offeror shall indicate if these rates are subject to a Forward Pricing Rate Agreement. If the proposed Indirect Rates differ from the Forward Pricing Rate Agreement, the Offeror shall provide an explanation. The Offeror shall provide its actual indirect rates for overhead, G&A and fringe benefits for at least the past three (3) years and shall explain the basis for any significant rate difference between the prior three year period and the rates proposed now.

## 3.3

**Other Direct Costs:** Other Direct Costs consists of materials, travel, reproduction, postage, telephone, supplies for the prime and all subcontracted effort. This includes all other direct costs associated with performance of the contract. Travel costs shall be in accordance with GSA Joint Travel Regulations for airfare, hotel, and per diem allowances. All other direct costs should be specifically identified and explained. If an allocated portion of a Direct cost is also included in an Offeror's indirect rate (such as General and Administrative), the Offeror should state so and list the types of expenses included in the indirect rate.

3.3.1 The Offeror should identify types, quantities, and costs of all materials and supplies proposed including a non-loaded priced listing of individual materials or supplies ordered, or a consolidated and priced bill of materials for the entire proposal. A thoroughly documented bill of materials includes part numbers, description, unit costs, quantity required, extended cost (including delivery charges) and basis for the proposed cost (price quotation, prior buy, signed purchase orders, etc.) plus any other non-recurring costs. Deliverable materials are items delivered as a part of the work product. Examples of this are copies and binders delivered to the Government as a report or software ordered for and installed on a computer in a District Government office.

3.3.2 The Offeror shall use the following Table (3.3.2) to exhibit its total other direct costs (ODC) by prime and subcontractor(s). A separate table should be completed for each year (base and out-years).

## Other Direct Costs (ODC) Summary

Item	Task 1	Task 2	Task 3	Task 4	Base Year Total
Supplies and Materials					
Office Equipment					
Travel					
<ul style="list-style-type: none"> <li>• Airfare</li> <li>• Hotel</li> <li>• Meals &amp; Incidentals</li> <li>• Ground Transportation</li> </ul>					
Telecommunications					
Occupancy					
<ul style="list-style-type: none"> <li>• Rent</li> <li>• Utilities</li> <li>• Building Maintenance</li> </ul>					
Transportation					
Client Care Cost					
<ul style="list-style-type: none"> <li>• Food</li> <li>• Medical</li> <li>• Clothing</li> <li>• Personal Hygiene</li> </ul>					
Other					
<b>Total ODC by Task</b>					

*Note: State each individual cost element being proposed. Describe in the narrative section of the cost proposal, how each cost element is derived and why it is being proposed. (Not all cost elements in the table above will apply to each solicitation. The above table should be tailored to the requirements of the RFP.)*

**3.4 Subcontracting Costs:** Each subcontract must be addressed separately. For any subcontract exceeding \$25,000 the cost/price proposal must show the names, quantities, prices, deliverables, basis for selection, and degree of competition used in the selection process. The subcontractor's cost or pricing data should be included along with the prime Offeror's proposal. If available, the Offeror should also include the results of its review and evaluation of the subcontract proposals. The Offeror shall provide copies of any cost or price analyses of the subcontractor costs proposed.

**3.5 Start-up Costs:** As appropriate, the Offeror shall identify all start up costs associated with this effort.

3.0 **Other Historical Data.** All Offerors with current or past experience (within three to five years) for similar requirements, as described herein, must submit, as a part of their cost data, the following:

- (a) Contract Number.
- (b) Government agency (federal, state, District, municipal) the contract was awarded by.
- (c) Name and phone number of the Contracting Officer.
- (d) Name and phone number of the Contract Administrator.
- (e) Name and phone number of the Contracting Officer's Representative (if applicable) and the Contract Administrator.
- (f) Period of Performance of the Contract.
- (g) Total amount of contract(s).

In addition to the above data, the following table (No. 3.6) will be completed and submitted with the cost data:

**Table (3.6)**

**Format for Historical Data**

	Proposed Contract			Delivered Contract		
	Number Of Hours**	Contract Value	Average Hr Rate	Number Of Hours**	Contract Value	Average Hr Rate
Direct Labor						
Loaded Labor***						

\* Should include any increased scope officially added to contract.

\*\* If provided different number of hours, the difference should be explained.

\*\*\* Loaded labor should include all loading and profit. If significant material (i.e., greater than 5%) is included in the contract, data shall be presented both with and without material cost.

In addition, any other data the offeror believes is necessary should be provided in this section.

*Note: For data submitted in the above table for "delivered Contract", the Offeror shall indicate the date as of which, the submitted data is current.*

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**SUMMARY OF PAST PERFORMANCE**



# OF CONTRACTOR/PROVIDER PAST PERFORMANCE

(Please Read The Attached Instructions Prior To Completing This Form.)

<b>2. Name of Contractor:</b> Name: Address: City: State: Zip Code: Telephone: Facsimile: E-mail: Point of Contact:		<b>3. Contract Administrator/COTR:</b> Name: Address: City: State: Zip Code: Telephone: Facsimile: Agency: E-mail:	<b>1. CONTRACT NUMBER:</b>
<b>6. CONTRACTOR TAX IDENTIFICATION NUMBER:</b>		<b>7. Contract Monitor:</b> Name: Address: Telephone: Facsimile: Agency: E-mail:	<b>4. CLASSIFICATION</b> (Check boxes that apply) <input type="checkbox"/> a. Small Purchase <input type="checkbox"/> f. Intra-District <input type="checkbox"/> b. Contract Action <input type="checkbox"/> g. MCJ <input type="checkbox"/> c. DC Supply Schedule <input type="checkbox"/> h. OCP Purchase <input type="checkbox"/> d. Delivery Order <input type="checkbox"/> i. LSDBE <input type="checkbox"/> e. Fed Supply Schedule <input type="checkbox"/> j. Subcontract
<b>9. CAPTION / DESCRIPTION:</b>		<b>5. DATE OF AWARD:</b>	
<b>11. CONTRACT PERIOD: (Specify Month, Day, Year)</b> From _____ To _____		<b>8. COST ON DATE OF AWARD:</b>	
<b>12. PERIOD OF PERFORMANCE EVALUATION REVIEW (Specify Month, Day, Year)</b> From _____ To _____		<b>10. FINAL CONTRACT COST:</b>	

<b>13. Evaluate the Contractor's adherence to the specific contract requirements or Scope of Work.</b>	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input type="checkbox"/>
<b>14. Evaluate the quality of the Contractor's delivered item or final work product, or service</b>	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input type="checkbox"/>
<b>15. Evaluate the timeliness and adherence to interim and final delivery requirements and milestones.</b>	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input type="checkbox"/>
<b>16. Evaluate the reliability of the Contractor.</b>	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input type="checkbox"/>
<b>Evaluate the effectiveness of the Contractor's service delivery and interaction.</b>	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input type="checkbox"/>
<b>18. Evaluate the accuracy, timeliness, and completeness of contractor's documentation.</b>	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input type="checkbox"/>
<b>19. Evaluate contractor's technical performance and approach to the contract.</b>	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input type="checkbox"/>
<b>20. Evaluate the ability of contractor to deliver or perform at the original price or budget.</b>	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input type="checkbox"/>
<b>21. Evaluate the effectiveness of Project Management. (Check only if applicable.)</b>	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input type="checkbox"/>
<b>Evaluate the Contractor's compliance with Safety Standards. (Check if Applicable/Required for construction contracts.)</b>	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input type="checkbox"/>
<b>23. Evaluate the Contractor's compliance with Labor Standards (Required for construction contracts.)</b>	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input type="checkbox"/>
<b>24. Evaluate Contractor's facility(ies) (Check only if applicable. Note each location, if more than one).</b>	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input type="checkbox"/>
<b>25. Provide an OVERALL PERFORMANCE EVALUATION RATING and add any additional comments. (Attach separate sheet if necessary)</b>	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input type="checkbox"/>

<b>26. Evaluator</b>	a. Name:	b. Signature:	c. Date:	d. Comments:
<b>27. Contracting Officer Review</b>	a. Name:	b. Signature:	c. Date:	d. Comments:

**DISTRIBUTION FOR OCP USE ONLY:**

<input type="checkbox"/> a. Procurement File	<input type="checkbox"/> e. Contract Administrator/COTR	<input type="checkbox"/> l. Agency Chief Financial Officer
<input type="checkbox"/> b. Agency Chief Contracting Officer	<input type="checkbox"/> f. Contract Monitor	<input type="checkbox"/> m. D.C. Office of Inspector General
<input type="checkbox"/> c. Chief Procurement Officer (CPO)	<input type="checkbox"/> g. Agency Director	<input type="checkbox"/> n. D.C. Office of Local Business Development
<input type="checkbox"/> d. OCP Headquarters (Quality Assurance)	<input type="checkbox"/> h. Agency Program	<input type="checkbox"/> o. OTHER:

Computer Generated

OCP Form 4001 (Front)

(Rev. 3/2000)

## INSTRUCTIONS

## GENERAL INSTRUCTIONS

1. This form shall be generated to rate the performance of any contractor, provider, or supplier of goods and services to the District of Columbia.
2. The performance shall be summarized in the comments blocks included on the front of this form by checking the appropriate rating block, and adding any additional comments.
3. If there is not enough space to provide additional comments, please provide the comments on a separate sheet and attach that sheet to the form. Please complete and transmit the attached form to your Agency Chief Contracting Officer in the Office of Contracting and Procurement (OCP), no less than three (3) weeks from the date that a contract ends; or the final delivery and receipt of goods and services pursuant to a contract; or upon the specific request of a representative of the Office of Contracting and Procurement.
5. Please evaluate the performance of the contractor in each area requested checking the appropriate block on the performance evaluation form in accordance with the Rating Schedule listed below:

### RATING SCHEDULE

- (0) **UNSATISFACTORY** The performance was substandard, and does not meet most contractual requirements. The contractual performance contained serious compliance problems for which the contractor's corrective actions appear or were ineffective.
  - (1) **POOR** The performance was simply marginal, and just barely met the contractual requirements. There are, or were, deficiencies in the overall performance that the contractor needs to address. Generally, there were several concerns with the contractor's performance, quality and service.
  - (2) **SATISFACTORY** The performance acceptably meets or met the contractual requirements. The performance was timely, in compliance with the contractual requirements. Generally, there were a few minor difficulties or problems for which corrective action were undertaken by the contractor and were successful.
  - (3) **GOOD** The performance on this contract was more than satisfactory and exceeded some of the contractual requirements. The performance was more than timely and the quality of service above compliance with the requirement. Generally, there was good satisfaction and happiness with the contractor performance, quality, and service.
  - (4) **VERY GOOD** The performance met and exceeded most of the contractual requirements, to the benefit of the government, resulting in a high standard of quality, timeliness, and overall customer satisfaction. There were minimal difficulties with this contract for which all corrective actions undertaken by the contractor were met and fully implemented by the contractor.
  - (5) **OUTSTANDING** The performance of the contractor ALWAYS exceeds the contractual requirements, and was reflected by a continued pattern of an exceptional quality goods (or service, or work product); a continued pattern of advance delivery of goods or completion of services; a continued pattern of always performing at or below budget costs; and an unusual pattern of responsiveness to customer concerns; and an exceptionally high standard of demonstrated technical excellence. There were no contractor difficulties with this contract for which corrective action was required.
6. A written, detailed narrative SHALL be provided to support and sustain all ratings of UNSATISFACTORY or OUTSTANDING. Please attach additional sheets, if needed.

## SPECIFIC INSTRUCTIONS (All items MUST be completed):

- Block 1. Insert the assigned, official contract number of the contract.
- Block 2. Enter the name, address, telephone and facsimile numbers, and the name of the point of contact of the contractor.
- Block 3. Enter the name, address, and telephone, facsimile and e-mail numbers of the Contract Administrator (CA) / Contracting Officer Technical Representative (COTR).
- Block 4. Enter the appropriate classification information on the contract, or purchase order. Check all that apply.
- Block 5. Enter the contract date of award.
- Block 6. Enter the contractor's federal tax identification number that is listed in or on the contract document.
- Block 7. Enter a brief statement proving a caption or description of the nature of the contract.
- Block 8. Enter the name, address, and telephone and fax numbers of the Contract Monitor, or person completing this evaluation, if other than the CA/COTR.
- Block 9. Enter the initial, or agreed upon, price of the contract as listed in the contract or purchase order exclusive of all modifications.
- Block 10. Enter the final cost of the contract, or what has been, or will be paid to the contractor inclusive of all approved cost modifications.
- Block 11. Enter the actual stated contract period of the contract that is listed on the front of the contract document.
- Block 12. Enter the specific period for which the performance evaluation is being completed if the specific period is less the total period of the contract.
- Block 13. This item is intended to determine whether the contractor met, or is meeting, the specific requirements outlines in the scope of work that is listed in the contract.
- Block 14. This item is intended to determine the quality of the contractor goods, service, or work performance.
- Block 15. This item is intended to obtain an indication of the timeliness of performance. Ask the question: Did the contractor deliver or perform on time?
- Block 16. This item is intended to assess whether the customer believes the contractor is reliable enough to be based again by the District.
- Block 17. This item is intended evaluate how well the contractor interacted with the District. Was the contractor responsive, flexible, cooperative, and professional.
- Block 18. This item is intended to assess the contractor's consistency in submitting the complete documents for payment, and other administrative documents including compliance on obtaining adequate liability insurance coverage where that requirement is applicable.
- Block 19. This item is intended to ascertain whether the vendor demonstrated originality and resourcefulness in handling issues addressed in a more traditional manner.
- Block 20. This item is intended to evaluate the contractor complied with the stated, or negotiated, contract cost.
- Block 21. This item addresses the extent, effectiveness, and overall management capability of the contractor (Primarily in service, consulting and construction contracts.)
- Block 22. This item addresses the extent to which the contractor met compliance requirements for a safe work site (Primarily applicable in construction contracts).
- Block 23. This item addresses the extent to which the contractor met compliance requirements for labor standards and laws.
- Block 24. This item is intended to evaluate whether the facilities that are provided by the contractor to the District met requirements, including whether the facilities were clean, and safe; and met all District housing and building code requirements, or had a Certificate of Occupancy, where applicable.
- Block 25. Provide an OVERALL PERFORMANCE RATING assessing on the contractor's performance. The rating must be consistent with the prior ratings.
- Block 26. The Evaluator completing this performance evaluation shall sign and enter the date of signature.
- Block 27. The Contracting Officer shall review, and shall sign and enter the date of signature.

**CURRENT SPACE AND EQUIPMENT**

This is a listing of the current space and equipment (telephone, facsimile, computers, modems, metal detection and x-ray equipment, etc.) Office space located at 3535 V. Street, N.E. is provided for the administration.

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The District of Columbia Public schools provide the following space and equipment for the contractor.

- a. Office space located at 3535 V Street, N.E. is provided for the administrative staff, investigators, program manager, assistant program manager, chief investigator, and the School Anti-Violence Effort (S.A.V.E.)

The command center is also located at 3535 V Street, N.E. open 24 hours and equipped for alarm monitoring, computers, telephones, cameras, etc.

- b. Telephone lines are provided for the staff, one fax machine, one copy machine, one server, twenty-one computers. Motorola radios are provided to cluster supervisors, S.A.V.E Team and investigators.

- c. Equipment provided to schools:

- Any communication equipment provided to the security officers is provided by the school.;
- Video intercoms have been installed in all elementary schools;
- CCTV cameras have been installed in 95% of all schools;
- X-ray machines have been installed in all Senior High, Junior High and Middle Schools and Educational Centers.
- Alarms have been installed in approximately 89% of all schools.

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**LIST OF DCPS HOLIDAY SCHEDULE**

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# 2004

**August 9 - 31**  
Early Bird Registration @ local schools

**August 16**  
All employees due back to work  
(except ET-15's)

**August 18 - 20**  
Superintendent's Summer Conference

**August 23 - 25**  
New teacher Orientation

**August 27 - 31**  
First day of school for teachers  
(local school organization and planning)

**September 1**  
First day of school for students  
Last day to provide proof of immunization  
compliance.

**September 6 (holiday)**  
Labor Day

**September 15**  
Last day to provide proof of residency for all  
students who enrolled September 1st.

**October 1**  
Progress Reports/Deficiency  
Notices issued

**October 7**  
Official membership count

**October 11 (holiday)**  
Columbus Day

**October 19 (Tuesday)**  
PSAT (All students in Grades 9-11)

**October 22**  
Staff Development; students not in school

**November 2**  
Election Day (Schools Closed)

**November 11 (holiday)**  
Veterans' Day

**November 12**  
Students dismissed at 12:15 p.m.;  
End of first grading period;  
Teachers' record keeping

**November 15**  
Beginning of second advisory

**November 25 - 26**  
Thanksgiving holiday

**December 6**  
Parent-teacher conferences  
12:00 noon - 7:00 p.m.;  
Students not in school

**December 17**  
Progress Reports/Deficiency  
Notices issued  
Staff Development  
Students dismissed at 12:15 p.m.

**December 23 - December 31**  
Winter Vacation

2004-2005 Calendar

Published: 1/2004



District of Columbia  
Public Schools

# 2005

**January 3**  
Schools reopen

**January 15**  
Showcase of Schools

**January 17 (holiday)**  
Martin Luther King, Jr.'s Birthday

**January 20 (holiday)**  
Inauguration Day

**January 28**  
Out-of-boundary transfer requests accepted  
Students dismissed at 12:15 p.m.;  
Record keeping

**January 31**  
Beginning of 3<sup>rd</sup> Advisory

**February 14**  
Parent-teacher conferences;  
12:00 noon - 7:00 p.m.  
Students not in school

**February 21 (holiday)**  
President's Day

**February 28**  
Out-of-boundary transfer requests deadline;  
Progress reports issued

**March 1**  
Enrollment for new Head Start & Pre-K  
students

**March 4**  
Staff Development;  
Students dismissed at 12:15 p.m.

**March 9**  
Progress Reports/Deficiency  
Notices issued

**March 25 - April 1**  
Spring Vacation

**April 15**  
Students dismissed at 12:15 p.m.;  
End of third grading period;  
Teachers' record keeping

**April 18**  
First day of fourth advisory

**April 25 - April 29**  
Spring testing

**May 9**  
Parent-teacher conferences;  
12:00 noon - 7:00 p.m.  
Students not in school

**May 20**  
Progress Report/Deficiency  
Notices issued

**May 27**  
Staff Development;  
Students dismissed at 12:15 p.m.

**May 30 (holiday)**  
Memorial Day

**May 31 - June 3**  
Senior Finals & End of Course Exams

**June 5 - 10**  
Senior High Graduations & last days for  
Seniors

**June 13 - 21**  
Underclassmen Finals & End of Course Exams

**June 21**  
Last day of school for students;  
Non-computerized report cards issued

**June 22**  
Last day of school for teachers

**July 1**  
Computerized report cards mailed

**July 5**  
First day of Summer School

**Number of Days in Each Advisory**

	Students	Teachers
First Advisory Nov. 12	48	52
Second Advisory Jan. 28	43	45
Third Advisory April 15	47	48
Fourth Advisory June 21	45	47
<b>Total</b>	<b>183</b>	<b>192</b>

Revised 3/9/04

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**D.C. STUDENT CODE OF CONDUCT**

## CHAPTER 24 STUDENT RIGHTS AND RESPONSIBILITIES

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Secs.	
2400	General Policy
2401	Student Bill of Rights
2402	Code of Student Responsibilities and Conduct
2403	Corporal Punishment
2404	Search Procedures
2405	Student Grievance Procedure
2406	Impartial Hearing Officers
2407	Public Schools Hearing Office
2408	Dress Codes/Uniforms
2409	[Reserved]
2410	Employment of Minors
2411 - 2412	[Reserved]
2413	Utilization of Public Health Services in School-Based Adolescent Health Centers
2414	Communicable Diseases Contracted by Students
2415	Protection of Students in Experimental Programs
2499	Definitions

### 2400 GENERAL POLICY

2400.1 The protection and safeguards of the Constitution of the United States and especially the Bill of Rights apply to all students.

2400.2 Responsibility is inherent in all rights, especially the basic duty to respect and secure the rights of others. No student or other person involved in the D.C. Public Schools can realize his or her rights unless each student also exercises the self-discipline and care to afford the same rights to all others and does not engage in actions that infringe upon the rights of others.

2400.3 In a social situation such as the public school, all participants, including students, parents, teachers, administrators, and others in the educational process, have the right to know the basic standards of conduct and behavior which are expected of themselves and others. Each student should know what is expected of him or her and what can be expected from others. Thus, the school environment is a community of individuals who live and interact based upon commonly shared rules, rights, responsibilities, expectations, and common sense.

**AUTHORITY:** §2 of An Act approved June 20, 1906, 34 Stat 317, ch. 3446, D.C. Code §31-102.

**SOURCE:** Final Rulemaking published at 24 DCR 1005, 1035 (July 29, 1977).

harassment, or any punishment that is demeaning or derogatory. No student shall be subject to corporal punishment.

2401.13 Principals, assistant principals, school security personnel and other designated individuals may conduct, or cause to be conducted, such searches of students as are reasonable to maintain the security, discipline and educational atmosphere of a school building, event or program, in accordance with the provisions §2404.

2401.14 Each student shall have the right to use reasonable physical means to defend himself or herself from assault or physical abuse, and shall not be subject to suspension for using limited, reasonable, physical means to restrain another person from physically assaulting or harming a third person.

2401.15 Each student has the right to present petitions, complaints, or grievances to school authorities, and the right to receive prompt, authoritative replies from school officials, regarding the disposition of the student's petitions, complaints, or grievances.

2401.16 Where a student is entitled to a hearing pursuant to this title, the hearing shall be impartial, and the student shall be afforded all other rights set forth in the hearing procedures.

2401.17 Each student shall have the right to exercise his or her constitutional rights of free speech, assembly, and expression without prior restraint, so long as the exercise of these rights does not substantially interfere with the rights of others.

2401.18 The exercise of the constitutional rights of free speech, assembly, and expression by students shall include, but is not necessarily limited to, the following:

(a) Wearing political buttons, armbands, or other badges of symbolic expression;

(b) Organizing and participating in political and social organizations;

(c) Use of student bulletin boards without prior censorship, but not school bulletin boards without approval of the use which shall be reasonably provided by the schools;

(d) Personal determination of appearance, including styles of hair and dress;

(e) Preparation and distribution of posters, newspapers, or other printed matter, on or off school grounds, and the reasonable use of the school public address system subject to standards adopted by the student government organization in cooperation with school officials; Provided, that such distribution or use shall be limited to reasonable times before, during, and after school hours in order to prevent undue interference with classroom activities and the rights of others; and

(f) Free expression and defense of views and opinions without having that expression affect the student's examinations, grades, academic achievement, or participation in extra-curricular activities.

- 2403.2 The use of corporal punishment in any form is strictly prohibited in the public schools. No student shall be subject to the infliction of corporal punishment by any teacher, other student, administrator, or other school personnel.
- ~~2403.3 No teacher, administrator, student, or other person shall subject a student to corporal punishment or condone the use of corporal punishment by any person under his or her supervision or control.~~
- 2403.4 Permission to administer corporal punishment shall not be sought or accepted from any parent, guardian, or school official.
- 2403.5 Conduct prohibited by this section includes actual or attempted physical contact of any type against a student neither prompted by reasonable efforts at self-defense nor accidental or playful in nature. Examples of prohibited contact include, but are not limited to, the following:
- (a) Shoving;
  - (b) Striking;
  - (c) Grabbing;
  - (d) Shaking;
  - (e) Hitting;
  - (f) Throwing of objects; and
  - (g) Unreasonable restraint.
- 2403.6 The nature and amount of physical contact reasonably necessary for self-defense shall be dependent upon the factual circumstances of each case.
- 2303.7 All allegations of the use of corporal punishment shall be promptly investigated. Discipline shall be administered against any employee who violates this section. Students shall be permitted, but not required, to testify at any proceeding relating to the allegation of corporal punishment.

SOURCE: Final Rulemaking published at 24 DCR 1005, 1039 (July 29, 1977); as amended by Final Rulemaking published at 35 DCR 6013 (August 5, 1988).

## 2404 SEARCH PROCEDURES

- 2404.1 Individualized searches shall be undertaken if there exists reasonable suspicion that there has been a violation of the student discipline rules (chapter 25 of this title) or the criminal laws of the District of Columbia or the federal government, or, if such a search is part of the overall effort to maintain the security and safety of D.C. Public Schools, in accordance with the provisions this chapter.

of Schools to be necessary to deter weapons being brought onto school grounds; Provided, that such devices are regularly checked and calibrated.

2404.10 All lockers, desks, and other property provided by D.C. Public Schools to students for the storage of personal belongings and school supplies, are the property of the D.C. Public Schools and shall remain under the jurisdiction of D.C. Public Schools. The use of these items by students is a privilege. School officials retain the right to open and search lockers, desks and such other school property and the contents thereof, with or without the presence of the student(s) at any time to enforce school policies, rules, or regulations, or for any other reason.

2404.11 Students shall assume full responsibility for the contents of lockers and shall lock all lockers, or locks, after use. No student shall place, keep or store, or allow to be placed kept or stored, in his or her locker, desk, or other D.C. Public School property, any firearm, knife, explosive, or other dangerous object, the use or possession of which is prohibited by the rules of the Board of Education.

2404.12 Principals shall provide notification to students, and their parents on a regular basis, including at the beginning of each school year, of the Board's policy regarding searches.

SOURCE: Final Rulemaking published at 35 DCR 9057 (December 30, 1988); as amended by Final Rulemaking published at 41 DCR 4934 (July 22, 1994).

## 2405 STUDENT GRIEVANCE PROCEDURE

2405.1 The grievance procedure set forth in this section shall apply to any instance where a specific grievance or hearing process is not provided in this title.

2405.2 The following persons or groups of persons shall be entitled to exercise the grievance procedure set forth in this section:

- (a) Students;
- (b) Student's parent(s) or guardian(s);
- (c) Groups of students; and
- (d) Groups of students' parents, guardians, or their representatives.

2405.3 The grievance procedure set forth in this section may be used to address or seek redress in any of the following instances:

- (a) Where it is alleged that any student or group of students is being denied access to an adequate educational opportunity;
- (b) Where it is alleged that the rights of students, or any individual student, are being denied or abridged;

- (j) Upon receipt of the hearing officer's report, the Assistant Superintendent or designee, shall make a further attempt to resolve the grievance and shall issue a final decision in writing.

- 2405.5 The written decision of the Assistant Superintendent shall list the findings and recommendations of the hearing officer, even if those findings and recommendations were rejected or modified in the final decision.
- 2405.6 The final decision of the Assistant Superintendent shall be the final administrative decision of the school system.
- 2405.7 Copies of the final decision shall be given to all parties.
- 2405.8 A copy of the Assistant Superintendent's final decision shall be sent to the Superintendent of Schools.
- 2405.9 The grievance procedure set forth in this section shall not preclude or prevent the Assistant Superintendent, principal, or other school official from establishing, in cooperation with students, parents, teachers, other administrators, and other concerned citizens, an intermediate process for the resolution of problems and complaints within the school or program prior to the submission of the grievance to the Superintendent, or designee. The intermediate process should be in writing and available to those persons and groups.

SOURCE: Final Rulemaking published at 24 DCR 1005, 1042 (July 29, 1977); as amended by Final Rulemaking published at 36 DCR 180, 185 (January 6, 1989).

## 2406 IMPARTIAL HEARING OFFICERS

- 2406.1 In all instances where a hearing is required or allowed by the provisions of this title, the hearing shall be conducted by an impartial hearing officer who has no personal or professional interest which would conflict with the objective processing of the case, and, who is assigned to conduct the hearing by the Superintendent of Schools or his or her designee.
- 2406.2 All hearing officers shall be contracted for by the D.C. Public Schools on a full-time or part-time basis to serve in that capacity, and shall have qualifications and training appropriate to the subject matter of the hearing(s) to which they are assigned. Hearing officers in cases involving special education issues shall not be employees of public agencies which are involved in the education or care of the child for whom the hearing is being held.

SOURCE: Final Rulemaking published at 24 DCR 1005, 1043 (July 29, 1977); as amended by Final Rulemaking published at 41 DCR 2226 (April 22, 1994).

## 2407 PUBLIC SCHOOLS HEARING OFFICE

- 2407.1 The Superintendent of Schools shall establish a Public Schools hearing office which shall not be a part of or under the supervision or control of any Public Schools office or division that must implement the decisions of hearing officers or participate in hearings on behalf of the Public Schools.

- (b) Not be gender specific; and
- (c) Designed to support rational and legitimate school objectives including, but not limited to, the following:

- (1) Neatness and cleanliness;
- (2) Elimination of distractions and disruptions to the education process;
- (3) Health and safety considerations; and
- (4) Respect for the rights of others.

2408.3 Conformance with and enforcement of the local school dress code/uniform policy shall comply with all existing Board rules, as well as applicable District and federal laws.

2408.4 Parents and students shall be specifically informed of their rights and of the voluntary nature of their participation in the uniform policy. No student shall be penalized, in any way, for noncompliance with the local school uniform policy.

2408.5 The Superintendent shall develop standards and appropriate procedures for the implementation of this chapter.

SOURCE: Final Rulemaking published at 38 DCR 5657 (September 6, 1991).

2409 [RESERVED]

#### 2410 EMPLOYMENT OF MINORS

2410.1 No minor under the age of eighteen (18) years shall be employed or permitted to work in any establishment where alcoholic beverages are manufactured, subject to the exceptions set forth in this section.

2410.2 No minor under the age of eighteen (18) years shall be employed or permitted to work in any establishment where alcoholic beverages are sold for consumption on the premises, subject to the exceptions set forth in this section.

2410.3 No minor under the age of eighteen (18) years shall be employed or permitted to work in any establishment where alcoholic beverages are sold for consumption off the premises where the establishment deals exclusively in the sale of alcoholic beverages or in which the sale of alcoholic beverages constitutes more than one-third (1/3) of the business, subject to the exceptions set forth in this section.

D.C. Public Schools students in a school setting, in accordance with the provisions of this section and any interagency agreement concerning school-based adolescent health centers executed by the D.C. Public Schools and the Commissioner of Public Health.

2413.2 Health services provided in adolescent health centers located in D.C. Public Schools shall be subject to the following limitations:

- (a) Services shall not include the dispensing of prescription drugs and contraceptive devices;
- (b) Services shall be provided by duly certified and licensed health professionals, acting under proper supervision, as appropriate;
- (c) Services shall augment, supplement and/or complement D.C. Public Schools services in the areas of the physical, social, mental and emotional well-being of students, or, alternatively, fulfill an unmet health need that is evidenced within the general student population;
- (d) Services shall be provided only during the hours between 8:00 a.m. and 5:00 p.m., unless otherwise stipulated in an interagency agreement between the D.C. Public Schools and the Commissioner of Public Health;
- (e) Services shall be provided only to students currently enrolled in the school in which the center is located, except that such services may be provided to students previously enrolled within that school during the current school year, upon approval of the school principal, or to prospective students of the school as part of an enrollment process;
- (f) Services shall be provided free of charge or at nominal cost to students and their parents, unless otherwise stipulated in an interagency agreement between the D.C. Public Schools and the Commissioner of Public Health. Nothing in this section should be read to relieve any insurer, Medicaid, or any similar third party from an otherwise valid obligation to pay for these health services; and
- (g) Services shall be provided to minors only with parental or guardian consent to the specific kinds of services to be provided.

2413.3 A local School Health Center Advisory Council (LSHCAC) shall be established to provide advice and direction to each school-based adolescent health center. The LSHCAC shall be established prior to the provision of services by any center and shall determine whether or not and to what extent the center shall offer any family planning services beyond referral of students, subject to the limitations set out in §2413.2(a).

2413.4 Each LSHCAC shall be comprised of school staff, community leaders, health professionals, parents and students. The exact composition of each LSHCAC shall be in accordance with an interagency agreement executed between the D.C. Public School and the Commissioner of Public Health.

2414.3 The parent or guardian of a minor student exhibiting any of the following symptoms, which may indicate the beginning of a communicable disease, shall be contacted concerning the student's possible referral for medical examination:

(a) Sore throat;

(b) Runny eyes;

(c) Runny nose;

(d) Headache;

(e) Nausea;

(f) Vomiting;

(g) Diarrhea;

(h) Fever;

(i) Sneezing;

(j) Chills;

(k) Cough;

(l) Rash; and

(m) Jaundice.

2414.4 A student suspected of having one of the following communicable diseases shall be referred to the school nurse, if available. A student found to have one of these diseases shall be excluded from school and re-admitted under the following conditions:

(a) Chickenpox: The student may return to school six (6) days after the appearance of the rash;

(b) Conjunctivitis ("pink eye"):

(1) Viral/Bacterial: The student may return to school after any redness and discharge have disappeared. If the infection is confirmed by smear or culture, the student may return to school twenty-four (24) hours after commencement of antibiotic treatment with a physician's note attesting to the diagnosis and the onset of treatment; or

(2) Allergic: The student may return to school following submission of a physician's note stating the diagnosis;

(c) Acute Diarrhea (e.g., Salmonella, Shigella):

(p) Tuberculosis: The student may return to school upon the written recommendation of the Tuberculosis Control Program of the District of Columbia Commissioner of Public Health.

~~2414.5~~ Any information or record regarding a student with a communicable disease is confidential, and access to such information is to be limited to personnel with a need to know.

2414.6 Disclosure of any information to individuals outside of the School System, except the school nurse or school physician, shall not be made without the express written consent of the parent or guardian of the infected minor student or of the adult student himself, except as provided in §§2414.7 and 2414.8.

2414.7 The District of Columbia Commissioner of Public Health shall be immediately informed of students the following diseases:

- (a) Measles;
- (b) Meningococcal meningitis;
- (c) Mumps;
- (d) Pertussis;
- (e) Rubella;
- (f) Tuberculosis; and
- (g) Hepatitis A and other food-borne illnesses (e.g. food poisoning).

2414.8 To the extent permitted by law or regulation, the D.C. Public Schools shall provide the District of Columbia Commissioner of Public Health with information regarding students with AIDS, ARC or a positive test for antibodies to HIV, and other communicable diseases.

2414.9 Decisions regarding the educational placement of students with AIDS, ARC and asymptomatic infection with the HIV virus shall be made on a case-by-case basis, based on the recommendation of the District of Columbia Commissioner of Public Health, taking into account both the neurological development and physical condition of the infected student and the general characteristics of the students in each educational setting considered, as well as the degree of student interaction in each possible placement.

2414.10 If a subsequent change in the condition of a student with AIDS, ARC or asymptomatic infection with the HIV virus indicates a need to reevaluate a placement decision, the reevaluation shall also be made pursuant to the procedures set out in §2414.9.

~~2414.11~~ When a decision is made to place a student with AIDS, ARC or asymptomatic infection with the HIV virus in a school setting, the Superintendent, the school principal, the school nurse, and other personnel with a need to know shall be

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**LIST OF DRUGS FOR TESTING**

**METROPOLITAN POLICE DEPARTMENT**  
Human Resources Bureau  
Medical Services Division

Drug Screening Program  
**URINE SPECIMEN COLLECTION MANUAL**  
January 9, 1998

ATTACHMENT TO GENERAL ORDER 1002.4

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## INTRODUCTION

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### Goals and Objectives of Drug Screening Process

While it is the inherent duty and responsibility of the Metropolitan Police Department to maintain an accounting to the public which we serve, it is equally important for the department to protect itself and its members against the wrongful actions of a few members or prospective members who may eventually cause harm to their co-workers and/or to the public because of their use of illicit drugs. In the proper context, urine drug testing can also be used to deter drug abuse in general. To be a useful tool, the testing procedure must be capable of detecting drugs or their metabolites at concentrations sufficiently low to include occasional or infrequent users as well as recent users.

Urine is the body fluid most often tested because it can be readily obtained by relatively non-invasive means. However, the presence of a drug in a urine specimen is normally used to simply indicate the subject's use of the drug, and provides little insight as to whether the subject was under the influence of the drug at a specific time. Even so, the consequence of a positive urine test for an illegal drug can carry severe penalties. Even when punitive actions do not take place, the suggestion that drug abuse has occurred can be devastating to the life of the subject. For these reasons, urine drug test results must be as error-free as possible and defensible in the event that they are challenged during an administrative, civil or criminal proceeding. Reliable discrimination between the presence, or absence, of specific drugs or their metabolites is critical, not only to achieve the goals of the testing program but to protect the rights of those tested; thus, it is in the Department's interest to set standards which the Illicit Drug Screening Program must maintain in order to achieve maximum acceptability of test results.

The possible impact of a positive test result on an individual's livelihood, freedom or rights, together with the possibility of a legal challenge of the result, sets this type of test apart from most clinical laboratory testing. In fact, urine drug testing should be considered a special application of analytical forensic toxicology. That is, in addition to the application of appropriate analytical methodology, the specimen must be treated as evidence and all aspects of the testing procedure must be documented and preserved for possible administrative hearings or civil proceedings. The clinic laboratory shall acquire the services or advice of a qualified forensic toxicologist, or individual with equivalent qualifications (of experience, training, etc), to address the specific needs of the on-site testing facility including the demands of chain of custody of specimens, security, proper documentation of all records, storage of positive specimens for later or independent testing, presentation of evidence for administrative hearings or civil proceedings, and expert witness testimony.

## **B. Collection Site**

A designated collection site is a place where individuals present themselves for the purpose of providing urine specimens to be analyzed. The site shall possess all necessary personnel, materials, equipment, facilities, and supervision to provide for the collection, security, temporary storage and initial screening of urine specimens. The site shall be secured during urine collection and screening operations.

When it is necessary to collect a specimen at a site other than the Police and Fire Clinic, the Office of Internal Affairs personnel shall use the same Split Specimen Transport Box collection kits and 7 part form used at the Clinic. The specimen shall be produced under observation then transported immediately to the emergency room at Providence Hospital where it will be placed in a locked collection box for pick-up by Quest Laboratories. The Clinic Contract Administrator shall be notified that a specimen was collected and shall, in turn, notify Quest Laboratories to arrange for a special pick-up at Providence Hospital within 24 hours.

## **C. Collection Procedures**

1. When the PFC collector is ready for a donor, the MPD sergeant shall escort the member to the Clinic laboratory.

2. No unauthorized personnel shall be permitted in any part of the collection site while urine specimens are being collected or tested.

3. The collector will verify the donor's identification and record the member's name and Social Security Number in the laboratory drug screening log and complete Step 1 of the 7-Part Chain of Custody form. The member's Social Security Number shall be used as the employee ID number on the 7 part form.

4. If the donor is there for a Fitness-For-Duty or a Reasonable Suspicion test or to be retested after a previous specimen was determined to be adulterated, diluted or otherwise tampered with, the donor will be directed to the dressing room to disrobe and put on a laboratory gown then return to the laboratory.

5. If the donor is not required to disrobe, the collector will direct the donor to remove all outer garments and to empty their pockets into a container.

6. The collector will supervise the donor while the donor thoroughly washes and dries his/her hands.

12. If the donor cannot produce an adequate amount of urine, the collector will direct the donor to drink not more than 40 ounces of fluid and, after a period of up to two hours, again attempt to provide a complete sample. The donor will remain in the Clinic Waiting Room until the donor is ready to produce a second sample.

13. If the donor is still unable to provide an adequate amount of urine, the collector will call a clinic physician who will examine the patient to determine if a medical reason exists for the donor's inability to produce the specimen or if the inability to produce a specimen should be treated as a refusal to test.

14. If the specimen appears adulterated, the collector will immediately notify a Clinic liaison official. The liaison official may be asked to remain in the laboratory for the remainder of the collection procedure. The collector shall note the suspected adulteration in the daily log and the donor shall initial the notation. The initial sample will be poured into the two collection containers - approximately 30ml in container A and at least 15ml in container B. Both containers will be sealed and dated by the collector. The donor shall initial each label to signify that the donor witnessed this process and to confirm that the sample in each container came from the donor. The donor will also be directed to place his/her thumb print on the specimen B container which will be sent to the Fraternal Order of Police (FOP) Confirmation Laboratory, if directed by the FOP. Both samples will be sent to the confirmation laboratory to test for and confirm adulteration and, to the extent possible, specifically identify the adulterant and to test for illicit drugs. The results of confirmation testing will be used as evidence for possible administrative action against the donor.

15. The donor shall then be directed to select a second sealed Split Specimen Transport Box. The donor will then produce a second specimen under direct observation by a police official or a clinic staff member of the same sex as the donor. The collector will prepare a second 7 part form for the new sample. After the second specimen is produced, the donor's police powers shall be revoked, their badge and weapon collected and they shall immediately be placed on administrative leave with pay pending receipt of the confirmation test results.

16. If there is sufficient urine and the original or second sample does not appear to have been adulterated, the collector will pour a portion of the specimen into the two containers - approximately 30ml in container A and at least 15ml in container B. The collector will seal the containers with the security strips attached to the 7 part form and record the date on the seals. The donor will initial each label. The donor will also be directed to place his/her thumb print on the specimen B container which will be sent to the FOP Confirmation Laboratory, if directed by the FOP.

17. If the donor is there for Fitness-For-Duty or Reasonable Suspicion testing, the donor will follow the TRIAGE procedures for drug screening.

## **E. Screening Test Procedures**

1. The collector will indicate on the seven (7) part form whether this specimen is to be tested for the NIDA five (5) drug panel or the seven (7) drug panel (applicants and new hires only), direct the member to sign the fourth copy of the 7 part form, tear-off the first three copies (white copies) and place the white copies in the front pouch of the transport bag. The samples shall then be placed in the back pouch of the clear transport bag. The collector shall seal the transport bag, place the bag in the shipping container, seal the container with the seal from the 7 part form and initial the seal.
2. The specimens shall be picked up daily by the screening and confirmation laboratory for initial drug screening.
3. The laboratory will test the specimen for adulteration and perform the initial drug screening. Negative results, consisting of the specimen serial number and a pass notation, shall be printed on a printer located in the PFC laboratory within 24 hours of the samples being received at the screening and confirmation laboratory. The positive screening results will not be transmitted to PFC except for the samples collected from new hires on the day before Swearing In.
4. For each specimen reported as positive for the presence of illicit drugs, the laboratory shall initiate confirmation testing.
5. If the laboratory screening indicates that a specimen may have been adulterated, a Clinic liaison official will be contacted immediately. The laboratory will initiate testing to identify the adulterant and to confirm adulteration. The donor shall be contacted and directed to report immediately to the Clinic for a second drug test which will be observed.
6. If the screening test does not indicate the presence of controlled substances, the initial specimen will be retained by the screening laboratory for 7 days as required by the Clinical Laboratories Investigation Agency (CLIA). After the seven day period, the specimen will be disposed of.

## **F. Chain of Custody**

Only authorized personnel may handle urine specimens. The chain of custody procedures shall always be maintained to control and account for specimens from receipt through screening and confirmation if necessary. Every individual in the chain of custody shall be identified. PFC personnel will be responsible for all specimens in their possession and shall sign and complete the Chain of Custody forms for specimens as they are received and/or transferred.

The two specimen containers will be sent to the screening and confirmation laboratory under Chain-Of-Custody procedures.

## **PART V CONFIRMATION TEST POLICY**

A second analytical procedure will be used to identify the presence of a specific drug or metabolite, which uses a different technique and chemical principle from that of the initial preliminary test in order to ensure reliability and accuracy. Gas chromatography/mass spectrometry (GC/MS) is the only authorized method for confirmation.

## **PART VI CONFIRMATION TEST RESULTS**

Upon receipt of report(s) from the laboratory confirming the presence of an illicit/controlled substance in the urine sample of a member of the Metropolitan Police Department, the Medical Review Officer (MRO) will review the 7 part form for compliance with proper procedures before notifying MPD of the confirmed positive result.

The member will be contacted by MPD to schedule an appointment to meet with the MRO and an MPD liaison official for the purpose of determining whether there are any medical reasons for the positive test results. If the MRO determines that the positive test results were the result of prescribed or over-the-counter medication or other legally ingested substances, the MRO will determine that the drug-screening results were negative.

If the member was tested positive for opiates but the MRO cannot positively conclude that the member actually used opiates, the member will be returned to duty and informed that he/she will be randomly selected for a new drug screening within 30 days.

If the confirmation results confirm the positive screening results, a case jacket shall be prepared by MPD containing copies of all documents relative to the collection and testing of the individual sample, including copies of all laboratory reports, administrative memoranda, and other applicable supporting documents. The administrative official who compiles the case jacket shall also prepare an "administrative hearing check sheet" which shall be utilized to ensure completeness of the record. As each required document is placed in the file, an appropriate entry with the date and initials of entering official shall be recorded.

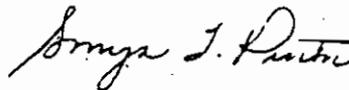
Case jackets shall be clearly marked to indicate whether the member is a career officer or a probationer. The case jacket shall then be turned over to the Drug Screening Supervisor. The Drug Screening Supervisor shall complete the collection of necessary documents. When the case jacket is completed, a notification shall be made to the Internal Affairs Division to arrange for transfer of the package to the Internal Affairs Division investigator.

**PART X      INSPECTIONS**

Internal Affairs Division personnel shall reserve the right to inspect the facility at any time, and are authorized to conduct unannounced inspections.

**PART XI      CONFIDENTIALITY OF RECORDS**

The laboratory (Internal/External) shall ensure that the records are secured in compliance with the Privacy Act, 5 U.S.C. 552a and the patient access and confidentiality provisions of section 31-12.2 of Chapter 31 of the District Personnel Manual. The Medical Services Division shall establish a Privacy Act System of Records to protect both the agency's and the contractor's records of employee urinalysis results. The Privacy Act System shall have specific provisions requiring that employee records are maintained and used with the highest regard for employee privacy.



Sonya T. Proctor  
Interim Chief of Police

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**CHILD SAFETY ACT**

AN ACT

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

*Codification  
District of  
Columbia  
Official Code*

2001 Edition

2004 Spring  
Supp.

West Group  
Publisher

To amend, on a temporary basis, the District of Columbia Government Comprehensive Merit Personnel Act of 1978 to establish a mandatory drug and alcohol testing program for certain District of Columbia government applicants and employees; to establish a criminal background check program for employees and volunteers of District of Columbia agencies that provide direct services to children and youth, and for employees of the Child Support Enforcement Division of the Office of the Corporation Counsel; to establish uniform health screening requirements and the use of uniform health forms for all District of Columbia children; to authorize the Director of the Department of Human Services to take a child into custody when a child committed to the legal custody of the Department absconds from a community-based placement or violates any of the terms of his or her placement; to establish an Early Intervention Program to provide early intervention services for infants and toddlers from birth to 2 years of age and their families; to amend the District of Columbia Public School Nurse Assignment Act of 1987 to require that nurses be assigned to public charter schools; to amend the District of Columbia Uniform Controlled Substances Act of 1981 to designate all areas within 1000 feet of public charter schools as drug free zones; and to establish a Postsecondary Education Assistance Trust Fund to assist needy children with the cost of postsecondary education, utilizing funds generated by an individual income tax check-off.

BE IT ENACTED BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That this act may be cited as the "Child and Youth, Safety and Health Omnibus Temporary Amendment Act of 2004".

TITLE I. MANDATORY DRUG AND ALCOHOL TESTING PROGRAM.

Sec. 101. Short title.

This title may be cited as the "Mandatory Drug and Alcohol Testing for the Protection of Children Temporary Amendment Act of 2004".

Sec. 102. The District of Columbia Government Comprehensive Merit Personnel Act of 1978, effective March 3, 1979 (D.C. Law 2-139; D.C. Official Code § 1-601.01 *et seq.*), is amended by adding a new title XX-C to read as follows:

"TITLE XX-C

"MANDATORY DRUG AND ALCOHOL TESTING FOR  
CERTAIN EMPLOYEES WHO SERVE CHILDREN.

"Sec. 2031. Definitions.

"For the purposes of this title, the term:

"(1) "Applicant" means any person who has filed any written employment application forms to work for the District of Columbia government, or has been tentatively selected for employment.

"(2) "Children" means individuals 12 years of age and under.

"(3) "District" means the District of Columbia.

"(4) "District employee" means an employee of the District of Columbia government.

"(5) "Drug" means an unlawful drug and does not include over-the-counter prescription medications.

"(6) "Employee" means any person employed in a position for which he or she is paid for services on any basis.

"(7) "Post-accident employee" means a District employee in a safety-sensitive position who, while on-duty, is involved in a vehicular or other type of accident resulting in personal injury or property damage, or both.

"(8) "Probable cause" or "reasonable suspicion" means a reasonable belief by a supervisor that an employee in a safety-sensitive position is under the influence of an illegal drug or alcohol to the extent that the employee's ability to perform his or her job is impaired.

"(9) "Random testing" means drug or alcohol testing conducted on a District employee at an unspecified time for purposes of determining whether any District employee subject to drug testing has used drugs or alcohol and, as a result, is unable to satisfactorily perform his or her employment duties.

"(10) "Reasonable suspicion referral" means referral of an employee in a safety-sensitive position for testing by the District for drug or alcohol use.

"(11) "Safety-sensitive position" means employment in which the employee has direct contact with children and youth, is entrusted with the direct care or custody of children and youth, and whose performance of his or her duties may affect the health, welfare, or safety of children and youth.

"(12) "Youth" means individuals between 13 and 17 years of age, inclusive.

"Sec. 2032. Employee testing.

"(a) The following individuals shall be tested by the District government for drug and alcohol use:

"(1) Applicants for employment in safety-sensitive positions;  
"(2) Applicants for employment in positions in the Child Support Enforcement Division of the Office of the Corporation Counsel, including temporary and contractual positions;

"(3) Those employees who have had a reasonable suspicion referral;  
"(4) Post-accident employees, as soon as reasonably possible after the accident;

and

"(5) District government employees or contractual employees who work in safety-sensitive positions.

"(b) The District shall only subject employees in subsection (a)(3) and (a)(5) of this section to random testing.

"(c) Supervisors shall be trained in substance abuse recognition and shall receive a second opinion from another supervisor prior to making a reasonable suspicion referral.

"(d) Employees shall be given at least a 30-day (calendar) written notice from March 26, 2002 that the District is implementing a drug and alcohol testing program. Upon receipt of a written notice of the program, each employee shall be given one opportunity to seek treatment, if he or she has a drug or alcohol problem. Following March 26, 2002, the Department shall procure a testing vendor and testing shall be implemented as described in this title.

"Sec. 2033. Motor vehicle operators.

"Any District government employee who operates a motor vehicle in the performance of his or her employment within the District of Columbia shall be deemed to have given his or her consent, subject to the conditions in this title, to the testing of the employee's urine or breath for the purpose of determining drug or alcohol content whenever a supervisor has probable cause or a police officer arrests such person for a violation of the law and has reasonable grounds to believe such person to have been operating or in physical control of a motor vehicle within the District while that person's breath contains .08 percent or more, by weight, of alcohol, or while under the influence of an intoxicating liquor or any drug or combination thereof, or while that person's ability to operate a motor vehicle is impaired by the consumption of intoxicating liquor.

"Sec. 2034. Testing methodology.

"(a) Testing shall be performed by an outside contractor at a laboratory certified by the United States Department of Health and Human Services ("HHS") to perform job-related drug and alcohol forensic testing.

"(b) For random testing of employees, the contractor shall, at a location designated by the District to collect urine specimens on-site, split each sample and perform enzyme-multiplied-immunosay technique ("EMIT") testing on one sample and store the split of that sample. Any positive EMIT test shall be then confirmed by the contractor, using the gas chromatography/mass spectrometry ("GCMS") methodology.

"(c) Any District employee found to have a confirmed positive urinalysis shall be notified of the result. The employee may then authorize that the stored sample be sent to another HHS-

certified laboratory of his or her choice, at his or her expense, for a confirmation, using the GCMS testing method.

"(d) Reasonable suspicion and post-accident employee testing shall follow the same procedures set forth in subsections (a) through (c) of this section. In such cases, the employee shall be escorted by a supervisor to the contractor's test site for specimen collection or a breathalyser.

"(e) A breathalyser shall be deemed positive by the District's testing contractor if the contractor determines that 1 milliliter of the employee's breath (consisting of substantially alveolar air) contains .38 micrograms or more of alcohol.

"Sec. 2035. Procedure and employee impact."

"A drug and alcohol testing policy shall be issued in advance of implementing the drug and alcohol program to inform employees of the requirements of the program and to allow each employee one opportunity to seek treatment, if he or she has a drug or alcohol program. Thereafter, any confirmed positive drug test results, positive breathalyser test, or a refusal to submit to a drug test or breathalyser shall be grounds for termination of employment in accordance with this act. This testing program shall be implemented as a single program. The results of a random test shall not be turned over to any law enforcement agency without the employee's written consent.

"Sec. 2036. Coverage of private providers."

"Each private provider that contracts with the District of Columbia to provide employees to work in safety-sensitive positions shall establish mandatory drug and alcohol testing policies and procedures that are consistent with the requirements of this title.

"Sec. 2037. Rules."

"The Mayor, pursuant to Title I of the District of Columbia Administrative Procedure Act, approved October 21, 1968 (82 Stat. 1204; D.C. Official Code § 2-501 *et seq.*), may issue rules to implement the provisions of this title."

## TITLE II. CRIMINAL BACKGROUND CHECKS.

### Sec. 201. Short title.

This title may be cited as the "Criminal Background Checks for the Protection of Children Temporary Act of 2004".

### Sec. 202. Definitions.

For the purposes of this title, the term:

(1) "Agency that provides direct services to children and youth" means any public or private District agency that provides to children and youth, or for the benefit of children and youth, services that affect the health, safety, and welfare of children and youth, including individual and youth counseling, therapy, case management, supervision, or mentoring.

(2) "Applicant" means an individual who has filed a written application for

employment with any public or private District agency that provides direct services to children and youth or an individual who has made an affirmative effort through a written application or a verbal request to serve in a volunteer position with a public or private District agency that provides direct services to children and youth. Applicant shall also mean an individual who has filed a written application for employment with the Child Support Enforcement Division of the Office of the Corporation Counsel.

(3) "Children" means individuals 12 years of age and under.

(4) "Criminal background check" means the investigation of a person's criminal history through the record systems of the Federal Bureau of Investigation and the District of Columbia Metropolitan Police Department.

(5) "District" means the District of Columbia.

(6) "Employee" means an individual who is employed on a full-time, part-time, temporary, or contractual basis by a District agency that provides direct services to children and youth.

(7) "FBI" means Federal Bureau of Investigation.

(8) "MPD" means the District of Columbia Metropolitan Police Department.

(9) "Volunteer" means any individual who works without any monetary or any other financial compensation for any District agency that provides direct services to children and youth.

(10) "Youth" means individuals between 13 and 17 years of age, inclusive.

Sec. 203. Criminal background checks required for certain individuals.

The following individuals shall apply for criminal background checks in accordance with the requirements of section 205(a):

(1) Each applicant who is under consideration for employment, either compensated or voluntary, by any public or private District agency that provides direct services to children and youth, as defined by regulations promulgated pursuant to section 208.

(2) Each person who is employed by any public or private District agency that provides direct services to children and youth, as defined by regulations promulgated pursuant to section 208.

(3) Each applicant under consideration for employment by the Child Support Enforcement Division of the Office of Corporation Counsel, as defined by regulations promulgated pursuant to section 208.

(4) Each person employed by the Child Support Enforcement Division of the Office of the Corporation Counsel, as defined by regulations promulgated pursuant to section 208.

Sec. 204. Authorization to obtain records.

(a) The Mayor is authorized to obtain criminal history records maintained by the Federal Bureau of Investigation and the Metropolitan Police Department and traffic records maintained by the Department of Motor Vehicles to investigate a person applying for employment, in either a compensated or a volunteer position, or current employees and volunteers of public and private agencies that provide direct services to children and youth.

(b) Before any applicant for employment, in either a compensated or a volunteer position, with an agency providing direct services to children and youth may be offered a position, the Mayor or the private agency shall inform the applicant that a criminal background check must be conducted on him or her, and in the case of an employee or volunteer who is required to drive a motor vehicle to transport children in the course of performing his or her duties, a traffic record check must also be conducted.

(c) The Mayor is authorized to obtain criminal history records maintained by the Federal Bureau of Investigation and the Metropolitan Police Department and traffic records maintained by the Department of Motor Vehicles to investigate a person employed by the Child Support Enforcement Division of the Office of Corporation Counsel.

(d) Before any applicant for employment with the Child Support Enforcement Division of the Office of the Corporation Counsel may be offered a position, the Mayor shall inform the applicant that a criminal background check must be conducted on him or her, and in the case of an employee who is required to drive a motor vehicle to transport children in the course of performing his or her duties, a traffic record check must also be conducted.

Sec. 205. Criminal background checks required before offer of employment.

(a) An individual described in section 203 shall not be offered employment until a criminal background check has been conducted on that person and the person is determined to meet the requirements of this title. The individual shall submit to a criminal background check by means of fingerprint and National Criminal Information Center checks conducted by the Mayor and the FBI. The individual shall provide a complete set of legible fingerprints on a fingerprint card, in a form approved by the FBI. These fingerprints shall be available for use by the Mayor and the FBI to conduct a local and national criminal history record check of the individual.

(b) The Mayor shall conduct a criminal background check once the applicant has provided:

- (1) A set of qualified fingerprints;
- (2) Written approval authorizing the Mayor to conduct a criminal background check;
- (3) A confirmation that he or she has been informed by the Mayor or the District agency that the Mayor is authorized to conduct a criminal background check on the applicant;

(4) Any additional identification that is required, such as name, social security number, birth date, and gender;

(5) An affirmation that he or she has not been convicted of a crime in the District of Columbia or in any other state or territory, for any of the following felony offenses or their equivalent in another state or territory:

- (A) Murder, attempted murder, manslaughter or arson;
- (B) Assault, battery, assault and battery, assault with a dangerous weapon, mayhem, or threats to do bodily harm;
- (C) Burglary;
- (D) Robbery;
- (E) Kidnapping;
- (F) Theft, fraud, forgery, extortion, or blackmail;
- (G) Illegal use or possession of a firearm;
- (H) Trespass or injury to property;
- (I) Rape, sexual assault, sexual battery, or sexual abuse;
- (J) Child abuse or cruelty to children; or
- (K) Unlawful distribution or possession of, or possession with intent to distribute, a controlled substance;

(6) An acknowledgment that the Mayor or the District agency has notified the applicant of the applicant's right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report; and

(7) An acknowledgment that the Mayor or the District agency may choose to deny the applicant employment or a volunteer position based on the outcome of the criminal background check.

(c) Each employee or volunteer shall be required to submit to periodic criminal background checks while employed by or volunteering at any District agency covered by this title.

Sec. 206. Establishment of office to conduct criminal background checks.

The Mayor shall establish a District government office to conduct the criminal background checks, including the fingerprinting of individuals required by section 205. The office shall be staffed, at minimum, by one FBI-approved person to fingerprint applicants for criminal background checks and one person to provide clerical services. The office shall conduct criminal background checks in accordance with FBI policies and procedures and shall be housed in an FBI-approved environment.

Sec. 207. Confidentiality of information to be maintained.

All criminal background records received by the Mayor shall be confidential and are for the exclusive use of making employment-related determinations under this title. The records

shall not be released or otherwise disclosed to any person except when:

- (1) Required as one component of an application for employment with a District agency covered under this title;
- (2) Requested by the Mayor or his or her designee during an official inspection or investigation;
- (3) Ordered by a court;
- (4) Authorized by the written consent of the person being investigated; or
- (5) Utilized for a corrective or adverse action in a personnel proceeding.

Sec. 208. Rules.

The Mayor, pursuant to Title I of the District of Columbia Administrative Procedure Act, approved October 21, 1968 (82 Stat. 1204; D.C. Official Code § 2-501 *et seq.*), shall issue rules to implement the provisions of this title. The rules shall include:

- (1) Standards for determining whether public or private agencies are required to comply with the requirements of this title;
- (2) Procedures for agencies to challenge the determination that they are required to comply with this title;
- (3) Procedures for an applicant or employee to challenge allegations that he or she committed a proscribed offense;
- (4) A sliding fee schedule for the payment of the cost of criminal background checks; and
- (5) A description of the corrective or adverse actions that may be taken against an agency or employee that violates the provisions of this title.

Sec. 209. Submission of names of public and private agencies that provide direct services to children and youth.

(a) Each District government agency shall submit to the Mayor the names of any public or private agency that provides direct services to children and youth with employees or volunteers that it believes should be subject to the criminal background check requirements of this title within 30 days of March 26, 2002.

(b) The Mayor shall publish a notice in the District of Columbia Register requesting that District residents and agencies submit the names of public and private agencies that provide direct services to children and youth and whose employees and volunteers should be subject to the criminal background check requirements of this title within 45 days from the date of publication of the notice.

Sec. 210. Assessment of information on public and private agencies.

The Mayor shall review the information on public and private agencies submitted pursuant to section 209 and any other available information to make a decision on the agencies that will be required to comply with this title.

Sec. 211. Notice to agencies for employees and volunteers to obtain criminal background checks.

(a) The Mayor shall publish in the District of Columbia Register a notice that applicants for employment with and employees of clearly identified private agencies that provide direct services to children and youth are required to apply for criminal background checks within 45 days from the date of publication of the notice.

(b) The notice shall inform agencies subject to the requirements of this title of the location of the office in which applications for criminal background checks are to be made.

Sec. 212. Licensure requirements and reimbursement for cost of criminal background checks.

(a) Prior to the issuance or the renewal of any license for an agency that provides direct services to children and youth to operate, the agency shall provide evidence that criminal background checks have been conducted on its employees and volunteers who provide direct services to children and youth. A license shall not be issued or renewed for any private agency that has employees or volunteers who provide direct services to children and youth in the District of Columbia and who have not had criminal background checks.

(b) The Mayor shall establish, by regulation, a sliding fee schedule for the payment of the cost of criminal background checks by public and private agencies in the District of Columbia.

Sec. 213. Penalty for providing false information.

An applicant for employment or a volunteer position with any District agency that provides direct services to children and youth who provides false information in the course of applying for the position shall be subject to prosecution pursuant to section 404 of the District of Columbia Theft and White Collar Crimes Act of 1982, effective December 1, 1982 (D.C. Law 4-164; D.C. Official Code § 22-2405).

Sec. 214. Penalties for disclosing confidential information.

(a) An individual who discloses confidential information in violation of section 207 is guilty of a criminal offense and, upon conviction, shall be fined not more than \$1,000 or imprisoned for not more than 180 days, or both.

(b) Prosecutions for violations of this title shall be brought in the name of the District upon information by the Corporation Counsel.

TITLE III. CHILD HEALTH REQUIREMENTS.

Sec. 301. Short title.

This title may be cited as the "Uniform Child Health Screening Requirements and Reporting Form Temporary Act of 2004".

Sec. 302. Purpose.

The purpose of this legislation is:

(1) To establish uniform health screening requirements for all children, from birth to 21 years of age, in the District of Columbia, regardless of their insurance status, including children who are wards of the District and children with special needs who reside or are receiving services in another state;

(2) To improve the overall health status of all children by ensuring consistency in health screening and early detection of health problems and enabling children to obtain the necessary prevention, treatment, and intervention services at the earliest opportunity;

(3) To reduce parental stress and increase parental satisfaction and compliance with health screening requirements by using a uniform health form for participation or enrollment in all child-related health, human or social services, and educational programs; and

(4) To provide the Mayor with the information necessary to effectively plan, establish, and evaluate a comprehensive system of appropriate preventive services for children for early detection of potential health problems.

Sec. 303. Definitions.

For the purposes of this title, the term:

(1) "Child-related educational program" means public and private schools, including pre-kindergarten, kindergarten, and special education.

(2) "Child-related health program" means Medicaid; Children Health Insurance Program ("CHIP"), Healthy Start, Healthy Families, Early Intervention, and private health insurance.

(3) "Child-related human or social services program" means child-care programs, children in foster care, Head Start, and Women, Infants and Children.

(4) "Uniform health form" means a standardized form developed by the Mayor for use during periodic physical examinations of children.

Sec. 304. Establishment of uniform health screening requirements and forms.

(a) The Mayor shall establish uniform health screening requirements consistent with the standards and schedules of the American Academy of Pediatrics for all children, from birth to 21 years of age, in the District of Columbia, regardless of insurance status, including children who are wards of the District and children with special needs who reside or who are receiving services in another state.

(b) The Mayor shall develop a uniform health form for enrollment of children in child-related health, human or social services, and educational programs.

Sec. 305. Payment for health screenings.

(a) An insurer's health benefits plan shall include the uniform health screening requirements for children from birth to age 21 years in the District, including children with special needs who reside or who are receiving services in another state.

(b) The enrollments for Medicaid, Head Start, Healthy Families, and CHIP are expanded to include the requirement of uniform health screenings for all children.

Sec. 306. Rules.

The Mayor, pursuant to Title 1 of the District of Columbia Administrative Procedure Act, approved October 21, 1968 (82 Stat. 1204; D.C. Official Code § 2-501 *et seq.*), may issue rules to implement the provisions of this title.

TITLE IV. AUTHORIZATION FOR THE DEPARTMENT OF HUMAN SERVICES TO TAKE CHILDREN INTO CUSTODY.

Sec. 401. Short title.

This title may be cited as the "Juvenile Protective Custody Temporary Act of 2004".

Sec. 402. Section 16-2309(a) of the District of Columbia Official Code is amended as follows:

Note,  
§ 16-2309

(a) Paragraph (7) is amended by striking the word "or" at the end.

(b) Paragraph (8) is amended by striking the period at the end and inserting the phrase "; or" in its place.

(c) A new paragraph (9) is added to read as follows:

"(9) by the Director of the Department of Human Services when a child committed to the legal custody of the Department of Human Services absconds from a community-based placement or violates any of the terms of his or her aftercare placement. For the purposes of this paragraph, the term "aftercare placement" means the placing of a child who has been committed to the legal custody of the Department of Human Services in the community under the supervision of a trained social worker."

TITLE V. ESTABLISHMENT OF THE D.C. EARLY INTERVENTION PROGRAM.

Sec. 501. Short title.

This title may be cited as the "D.C. Early Intervention Program Establishment Temporary Act of 2004".

Sec. 502. Purpose.

The purpose of this legislation is:

- (1) To enhance the development of infants and toddlers with disabilities and to minimize their potential for developmental delay;
- (2) To reduce the educational costs to our society, including our schools, by minimizing the need for special education and related services after infants and toddlers with disabilities reach school age;
- (3) To minimize the likelihood for institutionalization of individuals with disabilities and maximize the potential for their independent living in society;
- (4) To enhance the capacity of families to meet the special needs of their infants and toddlers with disabilities;
- (5) To establish collaborative activities among agencies of the District of Columbia that administer programs relating to young children to maximize the quality of early intervention services; and
- (6) To enhance the capacity of city agencies and service providers to identify, evaluate, and meet the special needs of historically under-represented populations, particularly minorities, low-income, and inner-city populations.

Sec. 503. Establishment of Early Intervention Program and Interagency Coordinating Council.

(a) There is established in the District of Columbia an Early Intervention Program ("Program") to provide early intervention services to infants and toddlers, from birth through 2 years of age, and their families. The Program will be administered and supervised by a lead agency designated by the Mayor. The services shall be provided in accordance with the requirements of the Individuals with Disabilities Education Act, approved June 4, 1997 (111 Stat. 37; 20 U.S.C. §§ 1400 *et seq.*).

(b) There is established an Interagency Coordinating Council to advise and assist the Mayor with the implementation of the Program, including the establishment of interagency agreements.

Sec. 504. Rules.

The Mayor, pursuant to Title I of the District of Columbia Administrative Procedure Act, approved October 21, 1968 (82 Stat. 1204; D.C. Official Code § 2-501 *et seq.*), may issue rules to implement the provisions of this title.

TITLE VI. ASSIGNMENT OF NURSES TO PUBLIC CHARTER SCHOOLS.

Sec. 601. Short title.

This title may be cited as the "Public Charter School Nurse Assignment Temporary Amendment Act of 2004".

Sec. 602. Section (2)(a) of the District of Columbia Public School Nurse Assignment Act of 1987, effective December 10, 1987 (D.C. Law 7-45; D.C. Official Code § 38-621(a)), is amended by adding the phrase "and public charter" after the word "public".

Note,  
§ 38-621

TITLE VII. DRUG FREE ZONES WITHIN 1000 FEET OF PUBLIC CHARTER SCHOOLS.

Sec. 701. Short title.

This title may be cited as the "Public Charter Schools Drug-Free Temporary Amendment Act of 2004".

Sec. 702. Section 407a of the District of Columbia Uniform Controlled Substances Act of 1981, effective March 21, 1995 (D.C. Law 10-229; D.C. Official Code § 48-904.07a(a)), is amended by adding after the phrase "secondary school," the phrase "public charter school,".

Note,  
§ 48-904.07a

TITLE VIII. POSTSECONDARY EDUCATION TAX CHECK-OFF FOR NEEDY INDIVIDUALS.

Sec. 801. Short title.

This title may be cited as the "Postsecondary Education Assistance Trust Fund Tax Check-Off Temporary Act of 2004".

PART A

Sec. 802. Definitions.

For the purposes of this title, the term:

- (1) "District" means the District of Columbia.
- (2) "Needy Families" means any family that qualifies for federal assistance as defined by the guidelines in the Federal Application for Student Financial Aid.
- (3) "Tax check-off" means the postsecondary education assistance tax check-off system established in D.C. Official Code § 47-1812.11c.
- (4) "Trust Fund" means the Postsecondary Education Assistance Trust Fund established in section 803.

Sec. 803. Establishment of the Postsecondary Education Assistance Trust Fund.

(a) There is established a Postsecondary Education Assistance Trust Fund into which shall be deposited the funds generated by the tax check-off established by D.C. Code § 47-1812.11c and any other funds generated by the Trust Fund's Board of Directors.

(b) The Trust Fund shall be used to assist needy residents of the District of Columbia in pursuing postsecondary education opportunities.

Sec. 804. Establishment of Board of Directors.

(a) A self-perpetuating Board of Directors is established to manage the affairs of the Trust Fund. The Board of Directors shall consist of 11 members. The D.C. Treasurer, the Director of the Department of Human Services, and the Director of the Office of Postsecondary Education, Research and Assistance shall serve as ex-officio members of the Board of Directors. The remaining 8 members shall include parents of individuals who qualify to receive trust funds and representatives of organizations who have demonstrated a knowledge of postsecondary education and who reflect a diversity of gender and ethnicity.

(b) The D.C. Treasurer, the Director of the Department of Human Services, and the Director of the Office of Postsecondary Education, Research and Assistance shall serve terms as members of the Board of Directors for the same duration as the terms of their respective offices.

(c) The 8 initial nongovernmental members shall serve the following terms: 2 members shall serve 3 years; 3 members shall serve 2 years; and 3 members shall serve one year.

(d) The 8 initial nongovernmental members shall be appointed by the Mayor.

(e) If one of the 8 initial nongovernmental members is unable to serve or is removed, the remaining members shall select a replacement member according to the representational requirements of subsection (a) of this section.

(f) The Board of Directors shall appoint nongovernmental replacement members so that subsequent Board of Directors meet the representational requirements of subsection (a) of this section and the bylaws adopted by the Board of Directors. A succeeding member shall serve the balance of the term of the member that he or she succeeds if the term has not expired. A succeeding member who succeeds a member whose term has expired shall serve a term of 3 years. No member shall serve more than 2 consecutive terms, whether partial or full.

(g) Members shall be compensated only for out-of-pocket expenses incurred in the performance of their responsibilities as members of the Board of Directors.

(h) The Board of Directors shall elect a chairperson from among its members. The Board of Directors may elect other officers and form committees as it considers appropriate.

(i) A member may be removed by a 2/3 vote of the remaining members.

Sec. 805. Powers and responsibilities of the Board of Directors.

The Board of Directors shall:

- (1) Administer the Trust Fund;
- (2) File such papers as may be required by the Recorder of Deeds of the District of Columbia;
- (3) Have the power to adopt, amend, or repeal bylaws for operation of the Trust Fund;
- (4) Meet not less than quarterly, at a time to be determined;
- (5) Assess the needs of postsecondary educational programs in the District;

- (6) Develop and implement program recommendations to assist residents with the cost of postsecondary education;
- (7) Develop and implement proposal solicitations and establish criteria for the awarding of grants to assist the postsecondary educational needs of District residents;
- (8) Review, approve, and monitor the expenditures of the Trust Fund and postsecondary education programs;
- (9) Provide information to the public about the purpose and work of the Trust Fund;
- (10) Hire and monitor an executive director for the Trust Fund; and
- (11) Invite comments and recommendations at least annually from interested postsecondary educational coalitions and community organizations on the Trust Fund's program plans.

Sec. 806. Administration of Trust Fund.

- (a) Administrative expenses shall not exceed 10% of the funds available in the Trust Fund.
- (b) One year after its original formation, the Board of Directors shall develop a District-wide plan for the distribution of funds from the Trust Fund. The Board of Directors shall develop subsequent plans before September 30th of each year. The purpose of the annual plan is to assure that the funds are awarded to needy District residents.
- (c) The Board of Directors shall distribute funds that are generated by the tax check-off system established in D.C. Official Code § 47-1812.11c on a regular schedule, as determined by the Board.
- (d) The Board of Directors shall publish guidelines pursuant to which students who are residents of the District of Columbia may apply for funds to pursue secondary educational opportunities.
- (e) By September 30th of each year, the Board of Directors shall publish an estimated projection of funds generated by the tax check-off based on the income tax returns filed by April 15th of each year.
- (f) The Board of Directors shall submit an annual financial report to the Mayor and the Council no later than March 1st of each year.
- (g) The Board of Directors shall publicize the availability of a tax check-off for students who need postsecondary education assistance. The Mayor shall assist the Board of Directors in educating the public regarding the tax check-off and taxpayer participation in the tax check-off.
- (h) The Board of Directors shall take any necessary steps to encourage the federal government to match the funds generated through the tax check-off.
- (i) The Board of Directors may recommend other means to generate funds to assist needy families with postsecondary education opportunities.

(j) The Board of Directors shall encourage collaborative efforts and foster a public-private partnership in the development of postsecondary education programs.

(k) The Board of Directors shall advise the Mayor and the Council on the actions needed to insure effective funding for postsecondary education for needy families.

Sec. 807. Rules of procedure; contributions.

(a) The Board of Directors may develop rules of organization and procedure pursuant to Title I of the District of Columbia Administrative Procedure Act, approved October 21, 1968 (82 Stat. 1204; D.C. Official Code § 2-501 *et seq.*).

(b) The Board of Directors shall encourage and is authorized to accept in-kind contributions from public or private agencies.

(c) The Board of Directors shall publish a list of grant awards in an annual report. The Board of Directors shall request the assistance of the media in publicizing to the general public the grant awards.

Sec. 808. Rules.

(a) The Mayor, pursuant to Title I of the District of Columbia Administrative Procedure Act, approved October 21, 1968 (82 Stat. 1204; D.C. Official Code § 2-501 *et seq.*), shall issue rules to implement the provisions of this title.

(b) The rules shall include standards for:

(1) The transfer of funds to the Trust Fund; and

(2) The reimbursement of costs incurred by the Mayor in the collection, processing, accounting, or disbursement of the funds generated by the tax check-off.

Sec. 809. Applicability.

The provisions of this title shall apply to any tax year beginning after December 31, 2001.

Sec. 810. Dissolution.

Except as otherwise provided in a contract or legacy transferring or loaning property to the Trust Fund, upon dissolution of the Trust Fund, all remaining assets shall be transferred to the Mayor. The Mayor shall make every effort to use the assets to provide postsecondary education assistance to needy families.

## PART B

Sec. 831. Chapter 18 of Title 47 of the District of Columbia Official Code is amended by adding a new section 47-1812.11c to read as follows:

"§ 47-1812.11c. Postsecondary Education Assistance Tax Check-Off.

"(a) There shall be provided on the District of Columbia individual income tax return a voluntary check-off that indicates an individual may contribute a minimum of \$1 to the

Postsecondary Education Assistance Trust Fund ("Trust Fund") established pursuant to section 803 of the Postsecondary Education Assistance Trust Fund Tax Check-Off Temporary Act of 2004. The contribution shall reduce any refund owed to the individual taxpayer or increase the taxes owed by the individual taxpayer on the taxpayer's income tax return. The funds generated from the tax check-off shall be earmarked for the Trust Fund except that any cost incurred by the Mayor in the collection, processing, accounting, or disbursement of the funds generated by the tax check-off shall be reimbursed to the Mayor from the funds generated by the tax check-off.

"(b) The funds generated by the tax check-off established by subsection (a) of this section shall be transferred to the Trust Fund pursuant to rules issued by the Mayor that establish timetables and procedures for transfer. Check-off funds shall be transferred to the Trust Fund only after the costs of the Mayor described in subsection (a) of this section are reimbursed.

"(c)(1) Except as provided in paragraph (2) of this subsection, any unpaid District income tax liability on an individual income tax return shall render any voluntary tax check-off election void. Any amount paid for the purpose of contributing to the Trust Fund shall be used first to satisfy any unpaid tax liability, in whole or part.

"(2) Any amount that remains after satisfaction of the unpaid tax liability shall be transferred to the Trust Fund.

"(d) The provisions of this section shall apply to any tax year beginning after December 31, 2001."

TITLE IX. APPROPRIATIONS.

Sec. 901. This act shall be subject to the availability of appropriations.

TITLE X. FISCAL IMPACT STATEMENT.

Sec. 1001. (a) The Council adopts the fiscal impact statement submitted by the Chief Financial Officer as the fiscal impact statement required by section 602(c)(3) of the District of Columbia Home Rule Act, approved December 24, 1973 (87.Stat. 813; D.C. Official Code § 1-206.02(c)(3)).

(b) With respect to Title V, the adoption of this act has no fiscal impact.

(c) With respect to Title VIII, the adoption of this act has no fiscal impact because:

(1) All monies generated by the tax check-off, and expended pursuant to the Postsecondary Education Assistance Trust Fund Tax Check-off Temporary Act of 2004, will come from donations by individual taxpayers; and

(2) All administrative cost incurred by the District in collecting, processing, accounting, or disbursing the funds generated by the tax check-off will be paid for by the monies generated by the tax check-off.

TITLE XI. EFFECTIVE DATE.

Sec. 1101. (a) This act shall take effect following approval by the Mayor (or in the event

of veto by the Mayor, action by the Council to override the veto), a 30-day period of Congressional review as provided in section 602(c)(1) of the District of Columbia Home Rule Act, approved December 24, 1973 (87 Stat. 813; D.C. Official Code § 1-206.02(c)(1)), and publication in the District of Columbia Register.

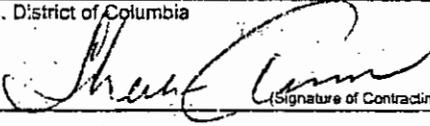
(b) This act shall expire after 225 days of its having taken effect.

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Chairman  
Council of the District of Columbia

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Mayor  
District of Columbia

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. Contract Number	Page of Pages 1 23	
2. Amendment/Modification Number Amendment No. 9		3. Effective Date 3/28/2005	4. Requisition/Purchase Request No.	5. Solicitation Caption DCPS Security and Related Services	
Issued By: Office of Contracting and Procurement Professional and Human Care Services 441 4th Street, N.W. Suite 700 South Washington, DC 20001			7. Administered By (If other than line 6)		
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)			<input checked="" type="checkbox"/> 9A. Amendment of Solicitation No. POFA-2004-R-0004		
			<input checked="" type="checkbox"/> 9B. Dated (See Item 11) 9/7/2004		
			10A. Modification of Contract/Order No.		
			10B. Dated (See Item 13)		
Code		Facility			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<p>The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>3</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. Accounting and Appropriation Data (If Required)					
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14</b>					
A. This change order is issued pursuant to: (Specify Authority)					
The changes set forth in Item 14 are made in the contract/order no. in item 10A.					
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.					
C. This supplemental agreement is entered into pursuant to authority of:					
D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)					
This amendment is issued to merge the requirements of Solicitations POFA-2004-R-0004 and 0005. See continuation sheets.					
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect					
15A. Name and Title of Signer (Type or print)			16A. Name of Contracting Officer Sheila Turner		
15B. Name of Contractor		15C. Date Signed	16B. District of Columbia		16C. Date Signed
(Signature of person authorized to sign)			 (Signature of Contracting Officer)		3/28/05

The solicitations are hereby amended as follows:

1. Sections A, B, C, D, E, F, G, H, I, J, K, L and M and all attachments are merged and consolidated to form a single solicitation numbered POFA-2004-R-0004.
2. Sections B are deleted in their entirety and replaced with the attached, merged Section B. Offeror is required to price the annual hours shown on each page.
3. Section C is modified\* to add C.3.30 below:

**"C.3.30 Requirements Based on the Child and Youth Safety and Health Act**

**C.3.30.1 Requirements for Drug and Alcohol Testing**

- a. Contractor shall either hire an independent contractor to manage the random selection and recordkeeping pertaining to the drug and alcohol testing program, or shall utilize drug testing program management software approved by the MPD.
- b. As specified in Section 2036 of the Act, the Contractor shall implement the policies and procedures outlined in Sections 2032-2035.

**\*Note: the offeror is required to explain how it plans to implement and manage (and document the results of its efforts in accordance with Section C.3.1 of the RFP), the drug and alcohol testing program in compliance with the Child and Youth Safety and Health Act and the requirements of this RFP in his response to this amendment.**

**C.3.30.2 Requirements for Criminal Background Checks**

(a) The requirements of the Act and Rules pursuant to the Act pertaining to criminal background checks in 27 DCMR Chapter 4 shall be applicable to persons performing the following duties and responsibilities:

- 1) The provision of on-site school security services, as defined in Section C.5.2.9;
- 2) Direct supervision of persons providing on-site school security services;

- 3) The president or chief executive of the contractor for on-site school security services; and
- 4) Key personnel as set forth either in a solicitation or a contract for on-site school security services.

- 
- (b) The contractor shall conduct periodic criminal background checks annually after employment and when either the agency or the Contractor has a reasonable suspicion based on the facts and circumstances that the employee may be in violation of the Act.
  - (c) Contractor shall review the criminal history record of applicants or employees and ensure that employees shall meet the criminal history standards of the Act and of the contract.
  - (d) The contractor shall certify that any covered employee or volunteer has not been convicted in the District of Columbia or any State or territory of the United States, for any of the following offenses or their equivalent in another State or territory, within the past ten (10) years, regardless of whether or not the convicting jurisdiction deemed the offense to be a felony:

- (1) Murder, attempted murder, manslaughter or arson;
- (2) Assault, battery, assault and battery, assault with a dangerous weapon, mayhem, or threats to do bodily harm;
- (3) Any crime against children or youth;
- (4) Robbery;
- (5) Kidnapping;
- (6) Sexual offenses, including indecent exposure; promoting, procuring, compelling, soliciting, or engaging in prostitution; corrupting minors, sexual relations with children; molesting; voyeurism; committing sex acts in public; incest; rape, sexual assault, sexual battery, or sexual abuse;
- (7) Child abuse or cruelty to children;
- (8) Unlawful distribution of, or possession with intent to distribute, a controlled substance;
- (9) Unlawful possession of a controlled substance
- (10) Theft, fraud, forgery, extortion, or blackmail;
- (11) Illegal use or possession of a firearm;
- (12) Trespass or injury to property
- (13) Child pornography; or
- (14) Burglary.

Conviction of any of these offenses shall automatically disqualify an applicant, employee, or volunteer from working or volunteering under the contract except for the offenses enumerated (9), (10), (12) and (14). For those offenses that do not automatically disqualify an applicant, employee or volunteer from working or volunteering under the contract, the Contractor shall notify the COTR of the

existence of these applicants, employees and volunteers who have been convicted of such offenses, and await a decision from MPD.

- (e) If an applicant, employee, or volunteer has been convicted in any jurisdiction of a felony or serious misdemeanor not described above, or of unlawful entry (whether a felony or misdemeanor in the convicting jurisdiction), the contractor may, at his or her discretion, seek approval from the COTR for that individual to work or volunteer under the contract. The contractor shall make such application to the COTR in writing, and shall address the following: 1)The recency of any conviction; 2)the age of the applicant, employee, or volunteer at the time of any conviction; 3)any false statements made by the applicant, employee, or volunteer concerning the conviction, or the discovery of any intentional false statements of material fact or deception or fraud in applying for employment, compensated or not, that would provide a basis for disqualification; and 4)the absence or presence of rehabilitation or efforts toward rehabilitation.

The COTR shall have the discretion to approve or deny such applications and shall do so in writing.

- (f) Fifteen days after contract award, the Contractor shall provide to the COTR a roster listing all employees approved by the Contractor as individuals that meet the Child and Youth Safety and Health Act criminal background check requirements. During performance of the contract, the Contractor is also required to update the listing to the COTR as new employees are approved by the Contractor as individuals that meet the Child and Youth Safety and Health Act criminal background check requirements. For each employee on the initial listing and updates to the listing, Contractor shall provide a copy of the criminal background check used to qualify each employee to the COTR. Contractor shall also provide an employee summary (i.e., next to each name, identify all convictions).”

**\*Note: the offeror is required to explain how it plans to implement the Rules pertaining to criminal background checks in compliance with the Child and Youth Safety and Health Act, the proposed emergency rules in 27 DCMR Chapter 4, and the requirements of this RFP in his response to this amendment.**

4. Section C is modified to add C.5.2.9 below:

**“C.5.2.9 On-site Security**

On-site Security means security services performed on District of Columbia Public Schools property.

5. Section C is modified to add C.6.3 below:

**“C.6.3** Fifteen days after contract award, the Contractor shall provide to the COTR a roster listing all employees approved by the Contractor as individuals that meet the Child and Youth Safety and Health Act criminal background check requirements. For each employee, Contractor shall provide a copy of the criminal background check used to qualify each employee to the COTR. Contractor shall also provide an employee summary (i.e., next to each name, identify all convictions).”

6. Section C is modified to add C.24.1.1 below:

**“C.24.1.1 Contractor’s Maintenance of Each Employee’s Personnel Files – Format and Content**

1. The personnel file jacket shall contain, but not be limited to, the following records:

- a) Copy of current criminal history record;
- b) Current security officer license for Guard I and SPO license for Guard II and other employees specified in the contract;
- c) Copy of U.S. Passport or other identification indicating U.S. Citizenship;
- d) Copy of high school diploma or GED;
- e) Copy of valid driver's license (for those employees who are required to drive a vehicle under the contract);
- f) Copy of driving record for the past three years (for those employees who are required to drive a vehicle under the contract), documenting no driver's license suspension or conviction for DUI type of offense within the past three (3) years;
- g) Copy of training and testing records indicating that employee completed and passed all training requirements and tests;
- h) Copy of first aid/CPR certificate; and
- i) Copy of company disciplinary records, if any.

2. The medical file shall include, but not be limited to, the following items:

- a) Copy of pre-employment physical examination;
- b) Copies of all drug testing program reports, including results of pre-employment drug screening, random drug screening, and reasonable suspicion screening; and
- c) Copy of a psychological screening, if any, attesting to the employee being free of any judgment of incompetence.”

7. Section C is modified to add C.29.1 j. below:

"C29.1 j. Transition shall be complete within forty-five days of contract award."

8. Section F is modified as follows:

**F.1 CONTRACT TYPE** is deleted and replaced with: "The District contemplates award of one (1) Requirements contract with payment based on fixed unit prices as set forth in Section B."

**F.2 TERM OF CONTRACT** is deleted and replaced with: "The term of the contract will be for a period of twenty-four (24) months from date of award, as specified on page one (1) of the contract."

**F.2.1** is deleted in its entirety and replaced with **F.2.1.1** as follows:

**F.2.1.1** The District may extend the term of this contract by exercising up to three (3) one-year option periods."

**F.2.2.1** is modified to delete the first sentence and replace it with the following sentence:

"The District may extend the term of this contract for a period of three (3) one-year option periods, or multiple successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District shall give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires."

**F.3** is modified to add the requirements of Section C.6.3 to the table of deliverables.

9. Section H is modified to add the following language to the end of the paragraph at Section **H.8 LIQUIDATED DAMAGES**:

"In addition, the parties agree that it is difficult to establish or calculate the harm to the District and its children for Contractor's failure to comply with the Child and Youth Safety and Health Act. Therefore, the parties agree that Contractor shall pay as liquidated damages \$1,000.00 to the District for each employee Contractor provides to the District that is subsequently determined to be a prohibited employee under the Act. Upon such determination, and in addition to payment of liquidated damages by the Contractor, the employee shall be immediately removed from services under the contract as required by Section C.18.2"

**BASE PERIOD (Twenty Four Months/Two Years)\***

\* All quantities in the base period are multiplied by 2

***Year Round - Regular Hours***

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity*</u>	<u>Not To Exceed Total Price</u>
0001	Project Mgr. (Section C.5) (1)	hr.	\$ _____	3,840	\$ _____
0002	Asst. Project Mgr. (2) (Section C.5)	hr.	\$ _____	7,680	\$ _____
0003	Cluster Supervisor (8) (Section C.5, 3 Day, 1 Night/Shift and crossover in between guard post shifts)	hr.	\$ _____	30,720	\$ _____
0004	Admin. Coordinator (1) (Section C.5)	hr.	\$ _____	3,840	\$ _____
0005	Admin. Assistant (2) (Section C.5)	hr.	\$ _____	7,680	\$ _____
0006	DCPS Admin. Facilities-GI* #	hr.	\$ _____	19,200	\$ _____
0007	Gang Unit (Section C.5)	hr.	\$ _____	15,360	\$ _____
0008	S.A.V.E. Team (Section C.5)	hr.	\$ _____	15,360	\$ _____

\*GI - Guard I

\*GII- Guard II

# - See Attachment J.1 for locations

Section B  
Consolidated Pricing

*Year Round - Special Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0009	DCPS Transportation Facilities-GI* (24 hours/day) #	hr.	\$ _____	70,080	\$ _____

*School Year - Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0010A	Education Centers-GI #	hr.	\$ _____	39,936	\$ _____
0010B	Education Centers-GII** #	hr.	\$ _____	6,144	\$ _____
0011	Elementary Schools-GI #	hr.	\$ _____	316,416	\$ _____
0012	Special Education (G1)	hr.	\$ _____	15,360	\$ _____
0013A	Middle Schools-GI* #	hr.	\$ _____	95,232	\$ _____
0013B	Middle Schools-GII** #	hr.	\$ _____	9,216	\$ _____
0014A	Junior High Schools-GI #	hr.	\$ _____	70,656	\$ _____
0014B	Junior High Schools-GII #	hr.	\$ _____	12,288	\$ _____
0015A	Senior High Schools-GI #	hr.	\$ _____	276,480	\$ _____
0015B	Senior High Schools-GII #	hr.	\$ _____	64,512	\$ _____
0016	STAY-GI#	hr.	\$ _____	12,288	\$ _____
0017	Alternative Schools-GI #	hr.	\$ _____	15,360	\$ _____

\*GI - Guard I

\*GII- Guard II

# - See Attachment J.1 for locations

POFA-2004-R-0004-5  
Section B  
Consolidated Pricing

*Summer - Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0018A	Education Centers-GI #	hr.	\$ _____	3,744	\$ _____
0018B	Education Centers-GII #	hr.	\$ _____	624	\$ _____
0019	Elementary Schools-GI #	hr.	\$ _____	32,136	\$ _____
0020	Special Education-GI #	hr.	\$ _____	1,248	\$ _____
0021A	Middle Schools-GI	hr.	\$ _____	8,424	\$ _____
0021B	Middle Schools-GII #	hr.	\$ _____	312	\$ _____
0022A	Junior High Schools-GI #	hr.	\$ _____	4,368	\$ _____
0022B	Junior High Schools-GII #	hr.	\$ _____	1,248	\$ _____
0023A	Senior High Schools-GI #	hr.	\$ _____	1,944	\$ _____
0023B	Senior High Schools-GII #	hr.	\$ _____	972	\$ _____
0024	Alternative Schools-GI #	hr.	\$ _____	624	\$ _____

\*GI - Guard I

\*GII - Guard II

# - See Attachment J.1 for locations

*Special Activities – Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0025	Education Centers-GI* #	hr.	\$ _____	702	\$ _____
0026	Elementary Schools-GI #	hr.	\$ _____	12,052	\$ _____
0027	School Board # (GI)	hr.	\$ _____	1,440	\$ _____
0028	Middle Schools-GI #	hr.	\$ _____	6,280	\$ _____
0029	Junior High Schools-GI #	hr.	\$ _____	4,914	\$ _____
0030	Senior High Schools-GI #	hr.	\$ _____	31,824	\$ _____
0031	Alternative Schools-GI #	hr.	\$ _____	546	\$ _____

*Other Requirements<sup>2</sup>*

<u>CLIN</u>	<u>Description</u>	<u>Price Per CLIN Item Listed Below</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0032	Vehicle Acquisition/Maintenance (Section C.3)	\$ _____ (per vehicle)	32	\$ _____
0033	Random On-going Drug Testing (25% of employees/year) (Section C.3)	\$ _____ (Per employee)		\$ _____
0034	Continuing Professional Training (Section C.9.6)	\$ _____ (Per employee)		\$ _____

<sup>2</sup> CLINS 0032, 0033 and 0034 are for cost information purposes only. The costs for these items are to be both listed here and included in the Contractor's fully-loaded rates.

\*GI - Guard I

\*GII- Guard II

# - See Attachment J.1 for locations

**OPTION YEAR 1**

*Year Round - Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0101	Project Mgr. (Section C.5) (1)	hr.	\$ _____	1,920	\$ _____
0102	Asst. Project Mgr. (2) (Section C.5)	hr.	\$ _____	3,840	\$ _____
0103	Cluster Supervisor (8) (Section C.5, 3 Day, 1 Night/Shift and crossover in between guard post shifts)	hr.	\$ _____	15,360	\$ _____
0104	Admin. Coordinator (1) (Section C.5)	hr.	\$ _____	1,920	\$ _____
0105	Admin. Assistant (2) (Section C.5)	hr.	\$ _____	3,840	\$ _____
0106	DCPS Admin. <u>Facilities-GI* #</u>	hr.	\$ _____	9,600	\$ _____
0107	Gang Unit (Section C.5)	hr.	\$ _____	7,680	\$ _____
0108	S.A.V.E. Team (Section C.5)	hr.	\$ _____	7,680	\$ _____

\*GI - Guard I

\*GII- Guard II

# - See Attachment J.1 for locations

POFA-2004-R-0004-5  
 Section B  
 Consolidated Pricing

*Year Round – Special Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0109	DCPS Transportation Facilities-GI* (24 hours/day) #	hr.	\$ _____	35,040	\$ _____

*School Year – Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0110A	Education Centers-GI #	hr.	\$ _____	19,968	\$ _____
0110B	Education Centers-GII** #	hr.	\$ _____	3,072	\$ _____
0111	Elementary Schools-GI #	hr.	\$ _____	158,208	\$ _____
0112	Special Education (G1)	hr.	\$ _____	7,680	\$ _____
0113A	Middle Schools-GI* #	hr.	\$ _____	47,616	\$ _____
0113B	Middle Schools-GII** #	hr.	\$ _____	4,608	\$ _____
0114A	Junior High Schools-GI #	hr.	\$ _____	35,328	\$ _____
0114B	Junior High Schools-GII #	hr.	\$ _____	6,144	\$ _____
0115A	Senior High Schools-GI #	hr.	\$ _____	138,240	\$ _____
0115B	Senior High Schools-GII #	hr.	\$ _____	32,256	\$ _____
0116	STAY-GI#	hr.	\$ _____	6,144	\$ _____
0117	Alternative Schools-GI #	hr.	\$ _____	7,680	\$ _____

\*GI - Guard I

\*GII - Guard II

# - See Attachment J.1 for locations

*Special Activities – Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0125	Education Centers-GI* #	hr.	\$ _____	351	\$ _____
0126	Elementary Schools-GI #	hr.	\$ _____	6,026	\$ _____
0127	School Board # (GI)	hr.	\$ _____	720	\$ _____
0128	Middle Schools-GI #	hr.	\$ _____	3,140	\$ _____
0129	Junior High Schools-GI #	hr.	\$ _____	2,457	\$ _____
0130	Senior High Schools-GI #	hr.	\$ _____	15,912	\$ _____
0131	Alternative Schools-GI #	hr.	\$ _____	273	\$ _____

*Other Requirements<sup>2</sup>*

<u>CLIN</u>	<u>Description</u>	<u>Price Per CLIN Item Listed Below</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0132	Vehicle Acquisition/Maintenance (Section C.3)	\$ _____ (per vehicle)	16	\$ _____
0133	Random On-going Drug Testing (25% of employees/year) (Section C.3)	\$ _____ (Per employee)		\$ _____
0134	Continuing Professional Training (Section C.9.6)	\$ _____ (Per employee)		\$ _____

<sup>2</sup> CLINS 0132, 0133 and 0134 are for cost information purposes only. The costs for these items are to be both listed here and included in the Contractor's fully-loaded rates.

\*GI - Guard I

\*GII- Guard II

# - See Attachment J.1 for locations

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Section B  
Consolidated Pricing

**OPTION YEAR 2**  
**Year Round - Regular Hours**

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0201	Project Mgr. (Section C.5) (1)	hr.	\$ _____	1,920	\$ _____
0202	Asst. Project Mgr. (2) (Section C.5)	hr.	\$ _____	3,840	\$ _____
0203	Cluster Supervisor (8) (Section C.5, 3 Day, 1 Night/Shift and crossover in between guard post shifts)	hr.	\$ _____	15,360	\$ _____
0204	Admin. Coordinator (1) (Section C.5)	hr.	\$ _____	1,920	\$ _____
0205	Admin. Assistant (2) (Section C.5)	hr.	\$ _____	3,840	\$ _____
0206	DCPS Admin. Facilities-GI* #	hr.	\$ _____	9,600	\$ _____
0207	Gang Unit (Section C.5)	hr.	\$ _____	7,680	\$ _____
0208	S.A.V.E. Team (Section C.5)	hr.	\$ _____	7,680	\$ _____

\*GI - Guard I  
\*GII - Guard II  
# - See Attachment J. i for locations

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Section B  
Consolidated Pricing

*Year Round – Special Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0209	DCPS Transportation Facilities-GI* (24 hours/day) #	hr.	\$ _____	35,040	\$ _____

*School Year – Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0210A	Education Centers-GI #	hr.	\$ _____	19,968	\$ _____
0210B	Education Centers-GII** #	hr.	\$ _____	3,072	\$ _____
0211	Elementary Schools-GI #	hr.	\$ _____	158,208	\$ _____
0212	Special Education (G1)	hr.	\$ _____	7,680	\$ _____
0213A	Middle Schools-GI* #	hr.	\$ _____	47,616	\$ _____
0213B	Middle Schools-GII** #	hr.	\$ _____	4,608	\$ _____
0214A	Junior High Schools-GI #	hr.	\$ _____	35,328	\$ _____
0214B	Junior High Schools-GII #	hr.	\$ _____	6,144	\$ _____
0215A	Senior High Schools-GI #	hr.	\$ _____	138,240	\$ _____
0215B	Senior High Schools-GII #	hr.	\$ _____	32,256	\$ _____
0216	STAY-GI#	hr.	\$ _____	6,144	\$ _____
0217	Alternative Schools-GI #	hr.	\$ _____	7,680	\$ _____

\*GI - Guard I

\*GII - Guard II

# - See Attachment J.1 for locations

POFA-2004-R-0004-5  
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Consolidated Pricing

*Summer -- Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0218A	Education Centers-GI #	hr.	\$ _____	1,872	\$ _____
0218B	Education Centers-GII #	hr.	\$ _____	312	\$ _____
0219	Elementary Schools-GI #	hr.	\$ _____	16,068	\$ _____
0220	Special Education-GI #	hr.	\$ _____	624	\$ _____
0221A	Middle Schools-GI	hr.	\$ _____	4,212	\$ _____
0221B	Middle Schools-GII #	hr.	\$ _____	156	\$ _____
0222A	Junior High Schools-GI #	hr.	\$ _____	2,184	\$ _____
0222B	Junior High Schools-GII #	hr.	\$ _____	624	\$ _____
0223A	Senior High Schools-GI #	hr.	\$ _____	972	\$ _____
0223B	Senior High Schools-GII #	hr.	\$ _____	486	\$ _____
0224	Alternative Schools-GI #	hr.	\$ _____	312	\$ _____

\*GI - Guard I

\*GII - Guard II

# - See Attachment J.1 for locations

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 Section B  
 Consolidated Pricing

*Special Activities – Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0225	Education Centers-GI* #	hr.	\$ _____	351	\$ _____
0226	Elementary Schools-GI #	hr.	\$ _____	6,026	\$ _____
0227	School Board # (GI)	hr.	\$ _____	720	\$ _____
0228	Middle Schools-GI #	hr.	\$ _____	3,140	\$ _____
0229	Junior High Schools-GI #	hr.	\$ _____	2,457	\$ _____
0230	Senior High Schools-GI #	hr.	\$ _____	15,912	\$ _____
0231	Alternative Schools-GI #	hr.	\$ _____	273	\$ _____

*Other Requirements<sup>2</sup>*

<u>CLIN</u>	<u>Description</u>	<u>Price Per CLIN Item Listed Below</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0232	Vehicle Acquisition/Maintenance (Section C.3)	\$ _____ (per vehicle)	16	\$ _____
0233	Random On-going Drug Testing (25% of employees/year) (Section C.3)	\$ _____ (Per employee)		\$ _____
0234	Continuing Professional Training (Section C.9.6)	\$ _____ (Per employee)		\$ _____

<sup>2</sup> CLINS 0232, 0233 and 0234 are for cost information purposes only. The costs for these items are to be both listed here and included in the Contractor's fully-loaded rates.

\*GI - Guard I

\*GII - Guard II

! # - See Attachment J.1 for locations

POFA-2004-R-0004-5  
Section B  
Consolidated Pricing

**OPTION YEAR 3**  
*Year Round – Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0301	Project Mgr. (Section C.5) (1)	hr.	\$ _____	1,920	\$ _____
0303	Asst. Project Mgr. (2) (Section C.5)	hr.	\$ _____	3,840	\$ _____
0303	Cluster Supervisor (8) (Section C.5, 3 Day, 1 Night/Shift and crossover in between guard post shifts)	hr.	\$ _____	15,360	\$ _____
0304	Admin. Coordinator (1) (Section C.5)	hr.	\$ _____	1,920	\$ _____
0305	Admin. Assistant (2) (Section C.5)	hr.	\$ _____	3,840	\$ _____
0306	DCPS Admin. Facilities-GI* #	hr.	\$ _____	9,600	\$ _____
0307	Gang Unit (Section C.5)	hr.	\$ _____	7,680	\$ _____
0308	S.A.V.E. Team (Section C.5)	hr.	\$ _____	7,680	\$ _____

\*GI- Guard I

\*GII- Guard II

# -See Attachment I.1 for locations

*Year Round – Special Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0309	DCPS Transportation Facilities-GI* (24 hours/day) #	hr.	\$ _____	35,040	\$ _____

*School Year – Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0310A	Education Centers-GI #	hr.	\$ _____	19,968	\$ _____
0310B	Education Centers-GII** #	hr.	\$ _____	3,072	\$ _____
0311	Elementary Schools-GI #	hr.	\$ _____	158,208	\$ _____
0312	Special Education (G1)	hr.	\$ _____	7,680	\$ _____
0313A	Middle Schools-GI* #	hr.	\$ _____	47,616	\$ _____
0313B	Middle Schools-GII** #	hr.	\$ _____	4,608	\$ _____
0314A	Junior High Schools-GI #	hr.	\$ _____	35,328	\$ _____
0314B	Junior High Schools-GII #	hr.	\$ _____	6,144	\$ _____
0315A	Senior High Schools-GI #	hr.	\$ _____	138,240	\$ _____
0315B	Senior High Schools-GII #	hr.	\$ _____	32,256	\$ _____
0316	STAY-GI#	hr.	\$ _____	6,144	\$ _____
0317	Alternative Schools-GI #	hr.	\$ _____	7,680	\$ _____

\*GI - Guard I

\*\*GII - Guard II

# - See Attachment J.1 for locations

POFA-2004-R-0004-5  
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*Summer – Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0318A	Education Centers-GI #	hr.	\$ _____	1,872	\$ _____
0318B	Education Centers-GII #	hr.	\$ _____	312	\$ _____
0319	Elementary Schools-GI #	hr.	\$ _____	16,068	\$ _____
0320	Special Education-GI #	hr.	\$ _____	624	\$ _____
0321A	Middle Schools-GI	hr.	\$ _____	4,212	\$ _____
0321B	Middle Schools-GII #	hr.	\$ _____	156	\$ _____
0322A	Junior High Schools-GI #	hr.	\$ _____	2,184	\$ _____
0322B	Junior High Schools-GII #	hr.	\$ _____	624	\$ _____
0323A	Senior High Schools-GI #	hr.	\$ _____	972	\$ _____
0323B	Senior High Schools-GII #	hr.	\$ _____	486	\$ _____
0324	Alternative Schools-GI #	hr.	\$ _____	312	\$ _____

\*GI - Guard I

\*GII- Guard II

# - See Attachment J.1 for locations

*Special Activities – Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0325	Education Centers-GI* #	hr.	\$ _____	351	\$ _____
0326	Elementary Schools-GI #	hr.	\$ _____	6,026	\$ _____
0327	School Board # (GI)	hr.	\$ _____	720	\$ _____
0328	Middle Schools-GI #	hr.	\$ _____	3,140	\$ _____
0329	Junior High Schools-GI #	hr.	\$ _____	2,457	\$ _____
0330	Senior High Schools-GI #	hr.	\$ _____	15,912	\$ _____
0331	Alternative Schools-GI #	hr.	\$ _____	273	\$ _____

*Other Requirements<sup>2</sup>*

<u>CLIN</u>	<u>Description</u>	<u>Price Per CLIN Item Listed Below</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0332	Vehicle Acquisition/Maintenance (Section C.3)	\$ _____ (per vehicle)	16	\$ _____
0333	Random On-going Drug Testing (25% of employees/year) (Section C.3)	\$ _____ (Per employee)		\$ _____
0334	Continuing Professional Training (Section C.9.6)	\$ _____ (Per employee)		\$ _____

<sup>2</sup> CLINS 0332, 0333 and 0334 are for cost information purposes only. The costs for these items are to be both listed here and included in the Contractor's fully-loaded rates.

\*GI - Guard I

\*GII- Guard II

# - See Attachment J.1 for locations

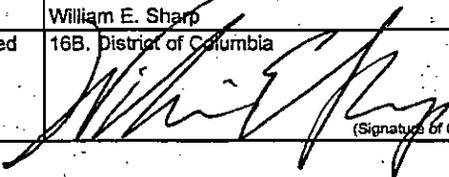
<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. Contract Number	Page of Pages 1 2
2. Amendment/Modification Number Amendment No. 8	3. Effective Date 11/12/2004	4. Requisition/Purchase Request No.	5. Solicitation Caption DCPS Security and Related Services	
Issued By: Office of Contracting and Procurement Professional and Human Care Services 441 4th Street, N.W. Suite 700 South Washington, DC 20001		Code	7. Administered By (If other than line 6)	
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)		<input checked="" type="checkbox"/> 9A. Amendment of Solicitation No. POFA-2004-R-0005		
		<input checked="" type="checkbox"/> 9B. Dated (See Item 11) 9/7/2004		
		10A. Modification of Contract/Order No.		
		10B. Dated (See Item 13)		
Code	Facility			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning <u>3</u> copies of the amendment (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. Accounting and Appropriation Data (If Required)				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14</b>				
A. This change order is issued pursuant to: (Specify Authority) The changes set forth in item 14 are made in the contract/order no. in item 10A.				
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.				
C. This supplemental agreement is entered into pursuant to authority of:				
D. Other (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)  This amendment is issued to modify Section C of the RFP. See continuation sheet.				
Except as provided herein, all terms and conditions of the document referenced in item (9A or 10A) remain unchanged and in full force and effect				
15A. Name and Title of Signer (Type or print)		16A. Name of Contracting Officer William E. Sharp		
15B. Name of Contractor	15C. Date Signed	16B. District of Columbia	16C. Date Signed 11/12/04	
(Signature of person authorized to sign)		(Signature of Contracting Officer)		

The solicitation is hereby amended as follows:

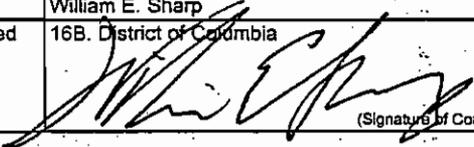
- a. Omit the Section C.8.2. requirement for chest x-ray/tuberculosis skin test.

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- b. Replace the word "authorized" in the requirements of Sections C.5.1.4.4 and C.5.1.4.5 with "eligible." The intent is that employees must meet the higher background check standard, but they do not have to participate in range training and firearm qualifications since they will not be carrying a firearm.
- c. Replace the word "authorized" in requirements of Sections C.5.1.4.1, C.5.1.3.1 and C.5.1.3.2 with "eligible." The intent is that employees must meet the higher background check standard, but they do not have to participate in range training and firearm qualifications since they will not be carrying a firearm.
- d. Replace "law enforcement experience" in Section C.5.1.4.1 Cluster Supervisors with "law enforcement, military, or security related experience."
- e. Replace "law enforcement experience" in Section C.5.1.4.4 Assistant Project Manager (APM) with "law enforcement, military, or security related experience."
- f. Delete sentence number two in Section C.5.1.4.4.
- g. Replace "law enforcement experience" in Section C.5.1.4.5 Project Manager (PM) with "law enforcement, military, or security related experience."
- h. Delete sentence number two in Section C.5.1.4.5.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. Contract Number	Page of Pages 1 1	
2. Amendment/Modification Number Amendment No. 7	3. Effective Date 11/5/2004	4. Requisition/Purchase Request No.	5. Solicitation Caption DCPS Security and Related Services	
6. Issued By: Office of Contracting and Procurement Professional and Human Care Services 441 4th Street, N.W. Suite 700 South Washington, DC 20001		7. Administered By (If other than line 6)		
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)		(X)	9A. Amendment of Solicitation No. POFA-2004-R-0005	
		x	9B. Dated (See Item 11) 9/7/2004	
			10A. Modification of Contract/Order No.	
			10B. Dated (See Item 13)	
Code	Facility			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>3</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. Accounting and Appropriation Data (If Required)				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14</b>				
A. This change order is issued pursuant to: (Specify Authority)				
The changes set forth in Item 14 are made in the contract/order no. in Item 10A.				
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.				
C. This supplemental agreement is entered into pursuant to authority of:				
D. Other (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. Description of amendment/modification. (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)				
This amendment is issued to modify Section C of the RFP.				
Section C.6.1(e.) is deleted in its entirety and replaced with the following: "Project Manager, Assistant Project Manager, Cluster Supervisors, Gang and SAVE unit members, and Supervisory Special Police Officers must possess a valid driver's license and be able to operate a motor vehicle. The employee shall not have had a driver's license suspension or conviction for a DUI (Driving Under the Influence) type of offense within the past three (3) years."				
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect				
15A. Name and Title of Signer (Type or print)		16A. Name of Contracting Officer William E. Sharp		
15B. Name of Contractor	15C. Date Signed	16B. District of Columbia	16C. Date Signed	
(Signature of person authorized to sign)			11/5/04 (Signature of Contracting Officer)	

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. Contract Number	Page of Pages 1 1
2. Amendment/Modification Number Amendment No. 6	3. Effective Date 10/29/2004	4. Requisition/Purchase Request No.	5. Solicitation Caption DCPS Security and Related Services	
6. Issued By: Office of Contracting and Procurement Professional and Human Care Services 441 4th Street, N.W. Suite 700 South Washington, DC 20001		Code	7. Administered By (If other than line 6)	
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)		Code	Facility	(X) 9A. Amendment of Solicitation No. POFA-2004-R-0005 x 9B. Dated (See Item 11) 9/7/2004 10A. Modification of Contract/Order No. 10B. Dated (See Item 13)
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>10</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. Accounting and Appropriation Data (If Required)				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14</b>				
A. This change order is issued pursuant to: (Specify Authority) The changes set forth in Item 14 are made in the contract/order no. in item 10A.				
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.				
C. This supplemental agreement is entered into pursuant to authority of:				
D. Other (Specify type of modification and authority)				
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)  The time and date for receipt of written responses to the clarification letter request of October 22, 2004 and Amendment 5 is hereby extended to November 2, 2004 at 10:00 a.m.				
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect				
15A. Name and Title of Signer (Type or print)		16A. Name of Contracting Officer William E. Sharp		
15B. Name of Contractor	15C. Date Signed	16B. District of Columbia	16C. Date Signed 10/29/04	
(Signature of person authorized to sign)		(Signature of Contracting Officer)		

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. Contract Number	Page of Pages 1 12
2. Amendment/Modification Number Amendment No. 5	3. Effective Date 10/22/2004	4. Requisition/Purchase Request No.		5. Solicitation Caption DCPS Security and Related Services
6. Issued By: Office of Contracting and Procurement Professional and Human Care Services 441 4th Street, N.W. Suite 700 South Washington, DC 20001		Code	7. Administered By (If other than line 6)	
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)			(X)	9A. Amendment of Solicitation No. POFA-2004-R-0005
			x	9B. Dated (See Item 11) 9/7/2004
				10A. Modification of Contract/Order No.
				10B. Dated (See Item 13)
Code	Facility			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<p>The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning <u>3</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. Accounting and Appropriation Data (If Required)				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14</b>				
A. This change order is issued pursuant to: (Specify Authority) The changes set forth in item 14 are made in the contract/order no. in item 10A.				
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.				
C. This supplemental agreement is entered into pursuant to authority of:				
D. Other (Specify type of modification and authority)				
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return <u>      </u> copies to the issuing office.				
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)  This amendment is issued to modify Sections B and C and Attachment J-8 of the RFP. See continuation sheets.				
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect				
15A. Name and Title of Signer (Type or print)		16A. Name of Contracting Officer William E. Sharp		
15B. Name of Contractor	15C. Date Signed	16B. District of Columbia	16C. Date Signed	
(Signature of person authorized to sign)			10/22/04	
		(Signature of Contracting Officer)		

The solicitation is hereby amended as follows:

1. Delete Section B in its entirety and replace with new Section B.

Explanation of changes to Section B:

- a. Heading of Section B has been changed from: "SERVICES AND PRICE" to: "SERVICES AND PRICES".
- b. Explanatory text has been added to "Other Requirements"
- c. Section "B" heading has been changed to read: BASE PERIOD (Thirty Months or Two and One-Half Years)
- d. CLINS 0003, 0103 and 0203, have been reduced from 8,640 hours to 7,680 hours. The following text has been added after 3 Day, 1 Night/Shift Crossover.
- e. Old CLINS 0006, 0106 and 0206, Investigators have been deleted.
- f. Reduced quantity of old CLINS 0023, 0123 and 0223 from 14 to 10 Vehicles.
- g. Old CLINS 0022, 0122, 0222 Uniforms and old CLINS 0027, 0127, 0227 Audit Requirements have been deleted.
- h. Old CLINS 0024, 0124 and 0224 Weapons have been deleted.
- i. Old CLIN 0028 Incident Reporting System has been deleted.
- j. Option Year 3 has been deleted in its entirety.
- k. CLINS have been renumbered to reflect the effect of deleting CLINS.
- l. The Section reference for CLINS 0026, 0126, 0226 has been changed to C.9.6. The description has been changed to "Continuing Professional Training."
- m. New CLINS 0022, 0122, and 0222 description has been changed to "Random On-going Drug Testing (25% of employees/year) (Section C.3)"

2. Section C is modified as follows: C.2.6 delete the language and insert: "The contractor shall provide data input, quality control and report generation services on the DCPS incident reporting system and provide reports as detailed in Section F 'Deliverables' (see Section C.17.5)." Section C.5.1.3.3 Facility Security Officer (FSO) is deleted in its entirety. Sections C.12.4 and C.15.1 are modified to add the words: "DCPS will provide fuel for vehicles provided by the contractor."

3. Attachment J-8 is modified to add Appendix 1; Suggested Format for Fully Loaded Hourly Rates.

**SECTION B**

**SERVICES AND PRICES**

- B.1** The District of Columbia Government, Office of Contracting Procurement (OCP), on behalf of the Metropolitan Police Department (MPD), is seeking a contractor to provide all trained labor, management, supervision, uniforms, supplies and equipment necessary to provide school security services to the District of Columbia Public Schools (DCPS) in accordance with Section C at the facilities listed in Attachment J.1.
- B.2** The District contemplates award of one (1) Indefinite Delivery Indefinite Quantity (IDIQ) contract based on fixed unit prices set forth below.
- B.3** The term of the contract shall be for a period of approximately thirty months (30) from date of award until June 30, 2007, as specified on page one (1) of contract. Offerors must quote unit prices on each item within each group for the base and option years. Offerors must also submit prices for all items listed in the "Other Requirements" portion of Section B.

**BASE PERIOD (THIRTY MONTHS/TWO AND ONE-HALF YEARS)**

*Year Round – Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0001	Project Mgr. (Section C.5)	hr.	\$ _____	1,920	\$ _____
0002	Asst. Project Mgr. (Section C.5)	hr.	\$ _____	1,920	\$ _____
0003	Cluster Supervisor (Section C.5, 3 Day, 1 Night Shift and crossover in between guard post shifts)	hr.	\$ _____	7,680	\$ _____
0004	Admin. Coordinator (Section C.5)	hr.	\$ _____	1,920	\$ _____
0005	Admin. Assistant (Section C.5)	hr.	\$ _____	1,920	\$ _____
0006	Gang Unit (Section C.5)	hr.	\$ _____	7,680	\$ _____

Solicitation No. POFA-2004-R-0005  
**D.C. PUBLIC SCHOOLS SECURITY AND RELATED SERVICES**

0007 S.A.V.E. Team hr. \$ \_\_\_\_\_ 7,680 \$ \_\_\_\_\_  
 (Section C.5)

*School Year – Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0008A	Middle Schools-GI* #	hr.	\$ _____	47,616	\$ _____
0008B	Middle Schools-GII** #	hr.	\$ _____	4,608	\$ _____
0009A	Junior High Schools-GI #	hr.	\$ _____	35,328	\$ _____
0009B	Junior High Schools-GII #	hr.	\$ _____	6,144	\$ _____
0010A	Senior High Schools-GI #	hr.	\$ _____	138,240	\$ _____
0010B	Senior High Schools-GII #	hr.	\$ _____	32,256	\$ _____
0011	STAY-GI#	hr.	\$ _____	6,144	\$ _____
0012	Alternative Schools-GI #	hr.	\$ _____	7,680	\$ _____

*Summer – Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0013A	Middle Schools-GI	hr.	\$ _____	4,212	\$ _____
0013B	Middle Schools-GII* #	hr.	\$ _____	156	\$ _____

\* GI – Guard I  
 \*\* GII – Guard II  
 # - See Attachment J.1 For Locations

Solicitation No. POFA-2004-R-0005  
**D.C. PUBLIC SCHOOLS SECURITY AND RELATED SERVICES**

0014A	Junior High Schools-GI #	hr.	\$ _____	2,184	\$ _____
0014B	Junior High Schools-GII #	hr.	\$ _____	624	\$ _____
0015A	Senior High Schools-GI #	hr.	\$ _____	972	\$ _____
0015B	Senior High Schools-GII #	hr.	\$ _____	486	\$ _____
0016	Alternative Schools-GI #	hr.	\$ _____	312	\$ _____

*Special Activities – Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0017	Middle Schools-GI #	hr.	\$ _____	3,140	\$ _____
0018	Junior High Schools-GI #	hr.	\$ _____	2,457	\$ _____
0019	Senior High Schools-GI #	hr.	\$ _____	15,912	\$ _____
0020	Alternative Schools-GI #	hr.	\$ _____	273	\$ _____

*Other Requirements<sup>2</sup>*

<u>CLIN</u>	<u>Description</u>	<u>Price Per CLIN Item Listed Below</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0021	Vehicle Acquisition/Maintenance (per vehicle) (Section C.3)	\$ _____	10 Note Change	\$ _____
0022	Random On-going Drug Testing (for 25% of employees/year) (Section C.3)	\$ _____ Per Employee		\$ _____

0023 Continuing Professional \$ \_\_\_\_\_ \$ \_\_\_\_\_  
 Training (Per employee)  
 (Section C.9.6)

<sup>2</sup> CLINS 0021, 0022 and 0023 are for cost comparative purposes only. Contractor is required to provide the items listed as set forth in the contract. The costs for these items are to be both listed here and included in the Contractor's fully-loaded rates as applicable. See new attachment J.8 Appendix 1.

**OPTION YEAR 1**

*Year Round – Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0101	Project Mgr. (Section C.5)	hr.	\$ _____	1,920	\$ _____
0102	Asst. Project Mgr. (Section C.5)	hr.	\$ _____	1,920	\$ _____
0103	Cluster Supervisor (Section C.5, 3 Day, 1 Night Shift and crossover in between guard post shifts)	hr.	\$ _____	7,680	\$ _____
0104	Admin. Coordinator (Section C.5)	hr.	\$ _____	1,920	\$ _____
0105	Admin. Assistant (Section C.5)	hr.	\$ _____	1,920	\$ _____
0106	Gang Unit (Section C.5)	hr.	\$ _____	7,680	\$ _____
0107	S.A.V.E. Team (Section C.5)	hr.	\$ _____	7,680	\$ _____

Solicitation No. POFA-2004-R-0005  
**D.C. PUBLIC SCHOOLS SECURITY AND RELATED SERVICES**

*School Year – Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0108A	Middle Schools-GI* #	hr.	\$ _____	47,616	\$ _____
0108B	Middle Schools-GII** #	hr.	\$ _____	4,608	\$ _____
0109A	Junior High Schools-GI #	hr.	\$ _____	35,328	\$ _____
0109B	Junior High Schools-GII #	hr.	\$ _____	6,144	\$ _____
0110A	Senior High Schools-GI #	hr.	\$ _____	138,240	\$ _____
0110B	Senior High Schools-GII #	hr.	\$ _____	32,256	\$ _____
0111	STAY-GI#	hr.	\$ _____	6,144	\$ _____
0112	Alternative Schools-GI #	hr.	\$ _____	7,680	\$ _____

*Summer – Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0113A	Middle Schools-GI* #	hr.	\$ _____	4,212	\$ _____
0113B	Middle Schools-GII** #	hr.	\$ _____	156	\$ _____
0114A	Junior High Schools-GI #	hr.	\$ _____	2,184	\$ _____

\* GI – Guard I  
 \*\* GII – Guard II  
 # - See Attachment J.1 For Locations

Solicitation No. POFA-2004-R-0005  
D.C. PUBLIC SCHOOLS SECURITY AND RELATED SERVICES

0114B	Junior High Schools-GII #	hr.	\$ _____	624	\$ _____
0115A	Senior High Schools-GI #	hr.	\$ _____	972	\$ _____
0115B	Senior High Schools-GII #	hr.	\$ _____	486	\$ _____
0116	Alternative Schools-GI #	hr.	\$ _____	312	\$ _____

*Special Activities – Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0117	Middle Schools-GI #	hr.	\$ _____	3,140	\$ _____
0118	Junior High Schools-GI #	hr.	\$ _____	2,457	\$ _____
0119	Senior High Schools-GI # <sup>2</sup>	hr.	\$ _____	15,912	\$ _____
0120	Alternative Schools-GI #	hr.	\$ _____	273	\$ _____

*Other Requirements<sup>2</sup>*

<u>CLIN</u>	<u>Description</u>	<u>Price Per CLIN Item Listed Below</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0121	Vehicle Acquisition/Maintenance (per vehicle) (Section C.3)	\$ _____	10 Note Change	\$ _____
0122	Random On-going Drug Testing (for 25% of employees/year) (Section C.3)	\$ _____ Per Employee		\$ _____
0123	Continuing Professional Training (Section C.9.6)	\$ _____ (Per employee)		\$ _____

<sup>2</sup> CLINS 0121, 0122 and 0123 are for cost comparative purposes only. Contractor is required to provide the items listed as set forth in the contract. The costs for these items are to be both listed here and included in the Contractor's fully-loaded rates as applicable. See new attachment J.8 Appendix 1.

**OPTION YEAR 2**

*Year Round -- Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0201	Project Mgr. (Section C.5)	hr.	\$ _____	1,920	\$ _____
0202	Asst. Project Mgr. (Section C.5)	hr.	\$ _____	1,920	\$ _____
0203	Cluster Supervisor (Section C.5, 3 Day, 1 Night Shift and crossover in between guard post shifts)	hr.	\$ _____	7,680	\$ _____
0204	Admin. Coordinator (Section C.5)	hr.	\$ _____	1,920	\$ _____
0205	Admin. Assistant (Section C.5)	hr.	\$ _____	1,920	\$ _____
0206	Gang Unit (Section C.5)	hr.	\$ _____	7,680	\$ _____
0207	S.A.V.E. Team (Section C.5)	hr.	\$ _____	7,680	\$ _____

*School Year -- Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0208A	Middle Schools-GI* #	hr.	\$ _____	47,616	\$ _____
0208B	Middle Schools-GII** #	hr.	\$ _____	4,608	\$ _____

\* GI - Guard I  
 \*\* GII - Guard II

Solicitation No. POFA-2004-R-0005  
**D.C. PUBLIC SCHOOLS SECURITY AND RELATED SERVICES**

0209A	Junior High Schools-GI #	hr.	\$ _____	35,328	\$ _____
0209B	Junior High Schools-GII #	hr.	\$ _____	6,144	\$ _____
0210A	Senior High Schools-GI #	hr.	\$ _____	138,240	\$ _____
0210B	Senior High Schools-GII #	hr.	\$ _____	32,256	\$ _____
0211	STAY-GI #	hr.	\$ _____	6,144	\$ _____
0212	Alternative Schools-GI #	hr.	\$ _____	7,680	\$ _____

*Summer – Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0213A	Middle Schools-GI #	hr.	\$ _____	4,212	\$ _____
0213B	Middle Schools-GII** #	hr.	\$ _____	156	\$ _____
0214A	Junior High Schools-GI #	hr.	\$ _____	2,184	\$ _____
0214B	Junior High Schools-GII #	hr.	\$ _____	624	\$ _____
0215A	Senior High Schools-GI #	hr.	\$ _____	972	\$ _____
0215B	Senior High Schools-GII #	hr.	\$ _____	486	\$ _____
0216	Alternative Schools-GI #	hr.	\$ _____	312	\$ _____

# - See Attachment J.1 For Locations

*Special Activities – Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0217	Middle Schools-GI #	hr.	\$ _____	3,140	\$ _____
0218	Junior High Schools-GI # <sup>3</sup>	hr.	\$ _____	2,457	\$ _____
0219	Senior High Schools-GI #	hr.	\$ _____	15,912	\$ _____
0220	Alternative Schools-GI #	hr.	\$ _____	273	\$ _____

*Other Requirements<sup>2</sup>*

<u>CLIN</u>	<u>Description</u>	<u>Price Per CLIN Item Listed Below</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0221	Vehicle Acquisition/Maintenance (per vehicle) (Section C.3)	\$ _____	10 Note Change	\$ _____
0222	Random On-going Drug Testing (for 25% of employees/year) (Section C.3)	\$ _____ Per Employee		\$ _____
0223	Continuing Professional Training (Section C.9.6)	\$ _____ (Per employee)		\$ _____

<sup>2</sup> CLINS 0221, 0222 and 0223 are for cost comparative purposes only. Contractor is required to provide the items listed as set forth in the contract. The costs for these items are to be both listed here and included in the Contractor's fully-loaded rates as applicable. See new attachment J.8 Appendix 1.

\* -GI – Guard I  
# - See Attachment J.1 For Locations

**SUGGESTED FORMAT: FULLY-LOADED HOURLY RATES - Att. J.8 Appendix 1**

Note: In developing their hourly rates, Contractors should distinguish between employees who qualify for and earn fringe benefits, and those who do not. The Contractor's personnel policies and practices should guide them. Similarly, contractor's rates should reflect overtime expenses actually paid to employees, and not weekend, holiday and nighttime hours covered under the contract.

**Direct Labor Expense:**

Base Labor Wage Paid to Employees		XXXXX
Est. Overtime and Bonus Compensation Paid: (If any, denote separately)		XXXXX
Fringe Benefits Costs to include:		
- FICA, SUTA, FUTA		XXX.
- Accrued Health Insurance		XXX.
- Health and Welfare		XXX.
- Workers Compensation Ins.		XXX.
- Other Accrued Employer-Subsidized Insurance (Provide detail)		XXX.
- Accrued Retirement Benefits		XXX.
- Accrued Vacation/Sick Leave		XXX.
- Other Employee Benefits (Provide detail)		XXX.
<b>Subtotal: Direct Labor Expense:</b>		<b>XXXXX</b>

**Other Direct Contract Costs - Continuous**

Cost of Uniforms Provided to Employees	Section C.14	XXX.
Vehicle Acquisition/Maintenance - Excluding Fuel	Section C.3, C.12.4, C.15	XXX.
Random On-going Drug Testing (for 25% of employees per year)	Section C.3	XXX.
Continuing Professional Training	Section C.9.6	XXX.
Personnel/Other Audit Requirements (2 per year)	Section C.24.3	XXX.
<b>Subtotal: Other Direct Contract Costs:</b>		<b>XXXXX</b>

**Other Direct Contract Costs**

Pre-Employment Drug Testing*		XXX.
Pre-Employment Training Provided*		XXX.
Office Supplies & Equipment		XXX.
<b>Subtotal:</b>		<b>XXXXX</b>

\* Some contractors include this within Overhead or G&A Expense

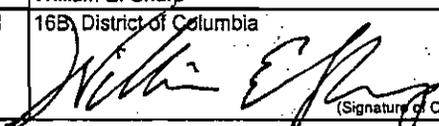
**Overhead and General and Administrative Expense:**

Accounting/Financial Audit		XXX.
Corporate Management		XXX.
Corporate Rent, Utilities, Maintenance		XXX.
Corporate Taxes		XXX.
Human Resources		XXX.
Legal Expense		XXX.
<b>Subtotal:</b>		<b>XXXXX</b>

**Proposed Profit or Markup over Costs: XXXXX**

**Total: XXXXX**

The above costs are for illustrative purposes only, and are neither definitive nor complete. Contractors should use this basic format and provide greater detail. In all cases, the Contractor's hourly rates should be fully-loaded; inclusive of any and all costs (plus profit) the Contractor incurs necessary to meet the contract requirements.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. Contract Number	Page of Pages 1 3	
2. Amendment/Modification Number Amendment No. 4	3. Effective Date 10/6/2004	4. Requisition/Purchase Request No.	5. Solicitation Caption DCPS Security and Related Services	
6. Issued By: Office of Contracting and Procurement Professional and Human Care Services 1414 4th Street, N.W. Suite 700 South Washington, DC 20001		Code	7. Administered By (If other than line 6)	
B. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)		(X)	9A. Amendment of Solicitation No. POFA-2004-R-0005	
		x	9B. Dated (See Item 11) 9/7/2004	
			10A. Modification of Contract/Order No.	
			10B. Dated (See Item 13)	
Code	Facility			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>9</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. Accounting and Appropriation Data (If Required)				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14</b>				
A. This change order is issued pursuant to: (Specify Authority) The changes set forth in Item 14 are made in the contract/order no. in Item 10A.				
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.				
C. This supplemental agreement is entered into pursuant to authority of:				
D. Other (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)  This amendment is issued to modify Sections C and E of the RFP. See continuation sheets.				
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect				
15A. Name and Title of Signer (Type or print)		16A. Name of Contracting Officer William E. Sharp		
15B. Name of Contractor	15C. Date Signed	16B. District of Columbia	16C. Date Signed	
(Signature of person authorized to sign)			10/6/04	
		(Signature of Contracting Officer)		

Continuation of Amendment No. 4 to RFP No. POFA-2004-R-0005

The solicitation is hereby amended as follows:

1. Section C is modified to add C.9.11 as follows: "C.9.1 Contractor is required to certify that all employees on the contract have had the Basic Training prior to assignment to this contract. In addition, the Contractor will provide at their own expense, an 8-hour "refresher course" that includes Conduct on Duty, Ethics, Alarm and Video Monitoring, Patrol Techniques, Magnetometer, X-Ray Machine and Screening, and Use of Force, for all employees before assignment to this contract. A short presentation by MPD will be included in this one-day training.

Within two weeks of the January 8 start date, the Contractor is required to test all employees on the content of the lesson plans for Basic Training and their ability to apply this knowledge. The test will be developed and administered by an independent consultant (to be selected jointly by the Contractor and the MPD) at the expense of the Contractor. The test will be approved by the MPD, which also may proctor the administration of the test to ensure the integrity of the testing process.

Individuals who fail the test will be required to retake the Basic Training within 60 days of their testing failure date, and (within this 60 day period) be retested by the independent testing consultant. Failure to pass the test after retaking the Basic Training curriculum will render the individual ineligible to work on the contract.

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

2. Section C is modified to add new language to the end of C.3.18 as follows: "Contractor shall be responsible and accountable for ensuring that equipment supplied by the District for the performance of this contract is operational. For equipment that is not operational, the contractor is responsible for: 1) taking minimal measures to make the equipment operational such as, for example, installing batteries in equipment; 2) having carried out all procedures prescribed by the MPD for requesting and obtaining corrective action from DCPS; and 3) reporting to the MPD COTR any failure by DCPS to respond to requests to make such equipment operational. The contractor shall also be responsible for requesting replacement equipment as soon as it is found to be irreparable or unserviceable within an established time frame. The Contractor may be required to pick up and install certain smaller components, such as batteries and walk-through metal detector replacement panels.

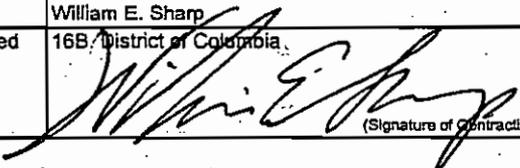
New equipment purchased by the contractor, with the prior approval of MPD (see Section C.14.1), to fill gaps in DCPS's inventory shall be charged at cost as a direct expense plus no more than a 2% handling charge. MPD will have an agreement with DCPS for reimbursement for additional equipment purchased. See Section C.3.18.

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3. Section E is modified to add E.4 as follows: "SROs will have "auditing and correction authority" over contractor personnel. Auditing authority is the authority to direct (or prevent) someone from taking (or not taking) an action that is inconsistent with established standards (e.g., the Security Manual and Post Orders) in order to maintain the quality of contractual performance, processes and services. The auditor, i.e., the MPD member with auditing authority, will inspect the work of the contractor's personnel to ensure that the performance of the services is in accordance with established procedures and guidance. If the auditor decides that the work being inspected is not within established procedures and guidance, the auditor is required to instruct and direct the person doing the work to perform the work in accordance with the Security Manual and Post Orders. If the person being audited disagrees with a determination that the work is not within established procedures and guidance and does not bring the work within such standards as judged by the auditor, then the auditor must refer the issue to his/her supervisor, and the contractual security personnel may do the same.

The principal remains in charge of their assigned school and will have "prescribing authority" over contractor personnel in the schools on matters relating to the security needs of the school. The principal will exercise this authority in collaboration with the SRO or SRO Sergeant on site. Prescribing authority means that the prescriber has the authority to direct contractor personnel to perform a specific school security related task and that person must do it (and raise questions afterwards with his/her manager if he or she is dissatisfied with the direction). A principal's prescribing authority will allow the principal to direct security personnel to staff posts based on urgent security needs. Limits to this authority will be defined in a Memorandum of Understanding between the MPD and DCPS.

The principal or administrator in charge will be accountable for activating the school's emergency response procedures in an emergency situation and will have the authority to direct security personnel. Police personnel will take police action when required.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. Contract Number	Page of Pages 1 8	
2. Amendment/Modification Number Amendment No. 3	3. Effective Date 9/24/2004	4. Requisition/Purchase Request No.		5. Solicitation Caption DCPS Security and Related Services	
6. Issued By: Office of Contracting and Procurement Professional and Human Care Services 441 4th Street, N.W. Suite 700 South Washington, DC 20001		Code	7. Administered By (If other than line 6)		
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)			<input checked="" type="checkbox"/>	9A. Amendment of Solicitation No. POFA-2004-R-0005	
			<input checked="" type="checkbox"/>	9B. Dated (See Item 11) 9/7/2004	
				10A. Modification of Contract/Order No.	
				10B. Dated (See Item 13)	
Code	Facility				
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>9</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. Accounting and Appropriation Data (If Required)					
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14</b>					
A. This change order is issued pursuant to: (Specify Authority)					
The changes set forth in Item 14 are made in the contract/order no. in item 10A.					
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.					
C. This supplemental agreement is entered into pursuant to authority of:					
D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)					
This amendment is issued to publish pre-proposal questions and answers. See continuation sheets.					
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect					
15A. Name and Title of Signer (Type or print)			16A. Name of Contracting Officer William E. Sharp		
15B. Name of Contractor		15C. Date Signed	16B. District of Columbia		16C. Date Signed
(Signature of person authorized to sign)					9/24/04
			(Signature of Contracting Officer)		

**School Security Pre-proposal Conference Questions and Answers**

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1.

**Q. Regarding section B on both RFPs: The base term is stated as two years but the hours shown on the schedule represent one year's requirement. Why?**

**A. We recognize that. A footnote was omitted on the final version. The base period has been changed to thirty months on the current version of the RFP and an amendment will advise that the hours shown are annual and should be multiplied by a factor of 2.5 to calculate the hours required for the thirty month base period.**

2.

**Q. How are the after school program hours to be billed?**

**A. They are to be billed as "will call" hours.**

3.

**Q. Who should the contractor listen to in terms of direction/tasking?**

**A. The contractor is to take direction from the MPD COTR. When the DCPS has need for additional services they will notify MPD of the requirement and the COTR will in turn notify the contractor of the requirement. Exceptions to this are spelled out under Question Number 26.**

4.

**Q. The contractor is required to turn over equipment to the MPD at the end of the contract. Does this mean all of the equipment or just some of it?**

**A. If equipment was purchased for the performance of the contract, it becomes the property of MPD at the end of the contract and must be turned over.**

5.

**Q. Why are there two separate RFPs for school security? Will there be a single award to one contractor if one contractor wins both RFPs? If one contractor wins both is there a need for two contracts or just one? Would you still require PMs and APMs for each group of schools?**

**A. We split the requirement to allow more LSDBEs to participate. If an award to the same contractor is made for each contract, we will eliminate by negotiation, duplicative (management and supervisory) personnel.**

6.

**Q. Do we have to provide training lesson plans with our proposals? Most security contractors hire outside companies to conduct training.**

**A. Yes, your proposed lesson plan must be included with your proposal. See Section C.9.1.**

7.

**Q. As the incumbent we have been asked by DCPS to do out of scope work. How will such requests be handled in the future?**

**A. The future contractor will be responsible to MPD. If DCPS requests "out of scope" work be performed, DCPS is responsible for notifying MPD. Because of the new MPD participation, it is acknowledged that this will require some work-through by the parties.**

8.

**Q. DCPS did not want part-time employees working on the contract; will that change with the new contract(s)?**

**A. MPD/OCP understands there will be some need for part-time employees, however, the contract shall be performed substantially by full-time employees.**

9.

**Q. When does OCP anticipate awarding the contract(s)?**

**A. The contract(s) will be awarded sometime between mid-November and mid-December 2004. Performance begins on January 8, 2005.**

10.

**Q. Can you elaborate on the requirement for the contractor to repair and/or replace equipment used in performance of the contract(s)?**

**A. Please see answer to Question Number 27.**

11.

**Q. Will there be one or two COTRs?**

**A. There will be a COTR for each contract awarded.**

12.

**Q. Will the COTRs be DCPS or MPD employees?**

**A. MPD only.**

---

13.

**Q. Will the contract be managed by MPD or DCPS? Who do we listen to?**

**A. MPD is the contract manager. Some of the current DCPS personnel will transfer to MPD to work on the contract.**

14.

**Q. Will there be just one Director of Security?**

**A. Yes, the position will be the MPD Director of School Security.**

15.

**Q. Will the COTRs and the Director of Security work together?**

**A. Yes, the COTRs and Security Director will collaborate to ensure contract performance.**

16.

**Q. What will the invoice payment cycle be; will it be determined by each school principal?**

**A. MPD follows the District payment policy. Contractors are required to submit invoices within thirty days of delivery of supplies or services. Proper invoices are paid thirty days after receipt.**

17.

**Q. For prompt payment purposes when does the thirty days start?**

**A. At the time of receipt of a proper invoice, which means an invoice that has been received and approved for payment.**

18.

**Q. How long does the invoice-approving official have to approve the invoice?**

**A. The time allowed is not in stone. This is the COTR's job. There is no record of invoices languishing in MPD.**

19.

**Q. What will be the role of the Protective Services Division in the new contract(s)?**

**A. Once PSD personnel have been transferred to the MPD, they may have a role in monitoring the school security contract.**

20.

**Q. The RFPs require forty-seven hours of basic training. We currently provide 114 hours of basic training to our guards. Will you be assessing the value of our training during proposal evaluation?**

**A. Yes, remember, 75% of the points available are on the technical portion of your offer; price is only 25%. We understand and practice best value contracting. See Section M.5.3.**

21.

**Q. With respect to expenses, specifically vehicles, who provides the gasoline?**

**A. The Contractor will provide the gasoline.**

22.

**Q. In case of Terrorist attack whose guidance do we follow?**

**A. MPD goes under the U.S. Department of Homeland Security's National Incident Management System process. FBI takes control in a terrorist attack.**

23.

**Q. How much time will we be allowed for recruiting between award and start dates?**

**A. According to the current schedule, proposals are received October 7. Individual evaluation and then negotiations will begin immediately thereafter. It is conceivable that proposed awardees could be determined by early-mid November. Performance under the new contracts will begin January 8, 2005.**

24.

**Q. Is it safe to assume that employees that have already been trained will have to be retrained?**

**A. See answer to Question Number 25. In addition to Basic Training, all employees must receive 40 hours of supplemental training. Supervisors and SROs who carry firearms also have additional training requirements.**

25.

**Q. Does the Contractor have to provide the currently mandated 47 hours of Basic Training to employees, if they have received this training before employment on this new contract? In addition, can the Contractor have 60, 90, or 120 days to fulfill the training requirement, given that the present timetable only provides the Contractor with 21 days between contract award and start of work?**

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

**Within two weeks of the start of work, the Contractor is required to test all employees on the content of the lesson plans for Basic Training and their ability to apply this knowledge. The test will be developed and administered by an independent consultant (to be selected jointly by the Contractor and the MPD) at the expense of the Contractor. The test will be approved by the MPD, which also may proctor the administration of the test to ensure the integrity of the testing process.**

**Individuals who fail the test will be required to get the Basic Training within 60 days of start of work on the contract, and be retested by the independent testing consultant. Failure to pass the test after Basic Training will render the individual ineligible to work on the contract.**

**The Contractor will be required to develop a training matrix to ensure that coverage is adequate at all schools and that high-risk schools are fully covered. Contractor is expected to maximize teacher in-service days or other days when school is not in session for security officer training.**

**Q. What authority will the SRO on site have over the contract personnel, particularly when they observe violations of the security orders or potentially dangerous situations? During a major incident, what are the command responsibilities of police officers on the scene and school administration on the scene, and who has authority over the contractual personnel? Currently, the MPD does not have an emergency response plan that takes into account MPD's responsibility for school safety.**

**A. SROs will have "auditing authority" over the security guards. Auditing authority is the authority to stop someone from doing something in order to keep the quality of processes and services up to standards. An MPD member with auditing authority will inspect the work of the contractual security personnel to ensure the work is in accord with pre-established procedures. If the auditor decides that the work being inspected is outside standards, he/she is required to instruct the person doing the work to stop and the person will be instructed to conduct the work in accordance with the security manual and post orders. If the person being audited disagrees that the work is outside standards, and does not bring the work within standards as judged by the auditor, then the auditor must refer the issue to his/her supervisor, and the contractual security personnel may do the same.**

**The principal remains in charge of his/her assigned school and will have "prescribing authority" over security personnel working in the schools on matters relating to the security needs of the school. They will do this in collaboration with the SRO or SRO Sergeant on site. Prescribing authority means that the prescriber has the authority to tell someone else to do something and that person must do it (and raise questions afterwards with his/her manager if he or she is dissatisfied with the direction). The person with the prescribing authority should have greater expertise in the matter at hand than the responder, and should also operate within limits such as the law, organizational policies, rules, and regulations, established custom and practice, the given resources and prescribed methods, and the specified output standards. A principal's prescribing authority will allow the principal to direct security personnel to staff posts based on urgent security needs. Limits to this authority will be defined in a Memorandum of Understanding between the MPD and DCPS.**

**The principal or administrator in charge will be accountable for activating the school's emergency response procedures in an emergency crisis situation and will have the authority to direct security personnel. Police personnel will take police action when required.**

27.

**Q. What is the Contractor going to be responsible for with regard to ensuring that the security equipment is in working order? Currently, DCPS has the maintenance contract and the personnel, but the RFP states the Contractor will be responsible for maintaining equipment while in their possession.**

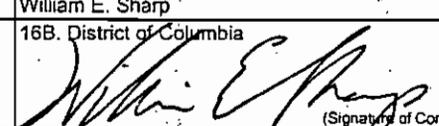
**A. Contractor shall be accountable for ensuring that equipment is in working order, AND for having carried out all procedures prescribed by the MPD for requesting and obtaining corrective action from DCPS and for reporting to the MPD COTR any lack of response by DCPS. In addition, the Contractor shall be accountable for requesting replacement equipment as soon as it is found to be unserviceable within an established time frame. Finally, the Contractor may be required to pick up and install certain smaller components, such as batteries and walk-through metal detector replacement panels.**

**New equipment purchased by the contractor and approved by MPD to fill gaps in DCPS's inventory shall be charged as a direct expense, plus no more than 2% handling charge. MPD will have an agreement with DCPS for reimbursement for additional equipment purchased. See Section 3.18.**

28.

**Q. One example of the numerous issues to be ironed out with DCPS is MPD's position when DCPS asks for the same guards who work in the schools during the day to be available on overtime for evening and weekend events. MPD has written the RFP with the intention of reducing overtime.**

**A. Contractor shall submit with their proposal a plan for addressing staffing requirements with a minimum use of overtime. Contractor shall charge overtime as a direct expense plus fringe costs only on the overtime portion of the expense and the contractor shall obtain pre-approval for overtime from the MPD COTR.**

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. Contract Number	Page of Pages 1 1
2. Amendment/Modification Number Amendment No. 2	3. Effective Date 9/22/2004	4. Requisition/Purchase Request No.	5. Solicitation Caption DCPS Security and Related Services	
Sued By: Office of Contracting and Procurement Professional and Human Care Services 441 4th Street, N.W. Suite 700 South Washington, DC 20001		Code	7. Administered By (If other than line 6)	
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)		Code	Facility	<input checked="" type="checkbox"/> 9A. Amendment of Solicitation No. POFA-2004-R-0005 <input checked="" type="checkbox"/> 9B. Dated (See Item 11) 9/7/2004 10A. Modification of Contract/Order No. 10B. Dated (See Item 13)
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>9</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. Accounting and Appropriation Data (If Required):				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14</b>				
A. This change order is issued pursuant to: (Specify Authority)				
The changes set forth in Item 14 are made in the contract/order no. in item 10A.				
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.				
C. This supplemental agreement is entered into pursuant to authority of:				
D. Other (Specify type of modification and authority)				
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)				
This amendment is issued to make the following changes:				
1. Section B Services and Price is modified to add paragraph B.4 as follows: "B.4 Hours listed in the Estimated Quantity (EQ) category below are estimates for annual hours. For calculation of the Not to Exceed Total Price, multiply the number in the column by 2.5 (specifically, 30 months equals 2 and 1/2 years)." The Base Period is changed from: "Two Years" to: "Thirty Months."				
2. The Hour in block 9, on page 1 of the Solicitation is changed from: "2:00 a.m." to: "2:00 p.m."				
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect				
15A. Name and Title of Signer (Type or print)		16A. Name of Contracting Officer William E. Sharp		
15B. Name of Contractor	15C. Date Signed	16B. District of Columbia	16C. Date Signed	
(Signature of person authorized to sign)			23 Sept 04 (Signature of Contracting Officer)	

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. Contract Number	Page of Pages 1 / 87	
2. Amendment/Modification Number Amendment No. 1		3. Effective Date 9/14/2004	4. Requisition/Purchase Request No.	5. Solicitation Caption DCPS Security and Related Services	
6. Issued By: Office of Contracting and Procurement Professional and Human Care Services 441 4th Street, N.W. Suite 700 South Washington, DC 20001		Code	7. Administered By (if other than line 6)		
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)			(X)	9A. Amendment of Solicitation No. POFA-2004-R-0005	
			x	9B. Dated (See Item 11) 9/7/2004	
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Code		Facility			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>9</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. Accounting and Appropriation Data (If Required)					
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14</b>					
A. This change order is issued pursuant to: (Specify Authority) The changes set forth in Item 14 are made in the contract/order no. in Item 10A.					
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.					
C. This supplemental agreement is entered into pursuant to authority of:					
D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) This amendment is issued to make the following changes:  1. Remove the cover page, "SOLICITATION, OFFER AND AWARD" and replace with "SOLICITATION, OFFER AND AWARD rev 1."  2. Remove pages 2 through 82 "School Security RFP POFA-2004-R-0005-SHS Grp" and replace with pages 2 through 86 "School Security RFP POFA-2004-R-0005-SHS Grp rev 1."					
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect					
15A. Name and Title of Signer (Type or print)			16A. Name of Contracting Officer William E. Sharp		
15B. Name of Contractor		15C. Date Signed	16B. District of Columbia		16C. Date Signed
(Signature of person authorized to sign)			(Signature of Contracting Officer)		14/09/04

<b>SOLICITATION, OFFER, AND AWARD</b>		1. Market Set-Aside	Page of Pages 1 86	
2. Contract Number	3. Solicitation Number POFA-2004-R-0005	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposal (RFP)	5. Date Issued 7-Sep-04	6. Requisition/Purchase Number
6a. Caption DC Public Schools Security and Related Services				
7. Issued By Office of Contracting and Procurement Professional and Human Care Services 441 4th Street, NW, Suite 700 South Washington, DC 20001		Code HAO	8. Address Offer To (If other than line 7)	

**SOLICITATION**

9. Sealed bid in original and 9 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in 441 4th Street, NW, Suite 703 South, Bid Counter, Washington, DC until 2:00 AM local time 7-Oct-04  
(Hour) (Date)

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

10. For Information Contact	A. Name Kenneth Morrow	B. Telephone (No Collect Calls) (Area Code) (Number) (Ext) 202 724-2122		C. E-mail Address Kenneth.Morrow@dc.gov
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**11. Table of Contents**

(X)	Section	Description	Page	(X)	Section	Description	Page
	PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES		
	A	Solicitation/Contract Form	1		I	Contract Clauses	57
	B	Supplies or Services and Price/Cost	2		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS		
	C	Description/Specifications/Work Statement	17		J	List of Attachments	64
	D	Packaging and Marking	42		PART IV - REPRESENTATIONS AND INSTRUCTIONS		
	E	Inspection and Acceptance	43		K	Representations, Certifications and Other Statements of Offerors	65
	F	Deliveries or Performance	44		L	Instructions, Conditions & Notices to Offerors	70
	G	Contract Administration Data	47		M	Evaluation Factors for Award	81
	H	Special Contract Requirements	50				

**OFFER**

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 90 calendar days from the date for receipt of order specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount for Prompt Payment	10 Calendar days %	20 Calendar days %	30 Calendar days %	Calendar days %
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14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	Amendment Number	Date	Amendment Number	Date

15A. Name and Address of Offeror	Code	Facility	16. Name and Title of Person Authorized to Sign Offer/Contract	
15B. Telephone Area Code) (Number) (Ext)		15 C. Check if remittance address is different from above - enter address in Schedule Section K.	17. Signature	18. Offer Date

**AWARD (TO BE COMPLETED BY GOVERNMENT)**

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation	
22. Award - DC OCP Form 201 not required Negotiated Agreement - DC OCP Form 201 must be executed	23. Submit Invoices to Address Shown In (2 copies unless otherwise specified)		Item
24. Administered By (If other than Item 7) Code	25. Reserved for future use		
26. Name of Contracting Officer (Type or Print)	27. Government of the District of Columbia  (Signature of Contracting Officer)		28. Award Date

**SECTION B**

**SERVICES AND PRICE**

- B.1** The District of Columbia Government, Office of Contracting Procurement (OCP), on behalf of the Metropolitan Police Department (MPD), is seeking a contractor to provide all trained labor, management, supervision, uniforms, supplies and equipment necessary to provide school security services to the District of Columbia Public Schools (DCPS) in accordance with Section C at the facilities listed in **Attachment J.1**.
- B.2** The District contemplates award of one (1) Indefinite Delivery Indefinite Quantity (IDIQ) contract based on fixed unit prices set forth below.
- B.3** The term of the contract shall be for a period of approximately thirty months (30) from date of award until June 30, 2007, as specified on page one (1) of contract. Offerors must quote unit prices on each item within each group for the base and option years. Offerors must also submit prices for all items listed in the "Other Requirements" portion of Section B.

**BASE PERIOD (TWO YEARS)**

*Year Round – Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0001	Project Mgr. (Section C.5)	hr.	\$ _____	1,920	\$ _____
0002	Asst. Project Mgr. (Section C.5)	hr.	\$ _____	1,920	\$ _____
0003	Cluster Supervisor (Section C.5)	hr.	\$ _____	8,640	\$ _____
0004	Admin. Coordinator (Section C.5)	hr.	\$ _____	1,920	\$ _____
0005	Admin. Assistant	hr.	\$ _____	1,920	\$ _____

Solicitation No. POFA-2004-R-0005  
**D.C. PUBLIC SCHOOLS SECURITY AND RELATED SERVICES**

(Section C.5)

0006	Investigators (Section C.5)	hr.	\$ _____	13,440	\$ _____
0007	Gang Unit (Section C.5)	hr.	\$ _____	7,680	\$ _____
0008	S.A.V.E. Team (Section C.5)	hr.	\$ _____	7,680	\$ _____

*School Year – Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0009A	Middle Schools-GI* #	hr.	\$ _____	47,616	\$ _____
0009B	Middle Schools-GII** #	hr.	\$ _____	4,608	\$ _____
0010A	Junior High Schools-GI #	hr.	\$ _____	35,328	\$ _____
0010B	Junior High Schools-GII #	hr.	\$ _____	6,144	\$ _____
0011A	Senior High Schools-GI #	hr.	\$ _____	138,240	\$ _____
0011B	Senior High Schools-GII #	hr.	\$ _____	32,256	\$ _____
0012	STAY-GI #	hr.	\$ _____	6,144	\$ _____
0013	Alternative Schools-GI #	hr.	\$ _____	7,680	\$ _____

\* GI – Guard I

\*\* GII – Guard II

# - See Attachment J.1 For Locations

Solicitation No. POFA-2004-R-0005  
D.C. PUBLIC SCHOOLS SECURITY AND RELATED SERVICES

*Summer – Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0014A	Middle Schools-GI* #	hr.	\$ _____	4,212	\$ _____
0014B	Middle Schools-GII** #	hr.	\$ _____	156	\$ _____
0015A	Junior High Schools-GI #	hr.	\$ _____	2,184	\$ _____
0015B	Junior High Schools-GII #	hr.	\$ _____	624	\$ _____
0016A	Senior High Schools-GI #	hr.	\$ _____	972	\$ _____
0016B	Senior High Schools-GII #	hr.	\$ _____	486	\$ _____
0017	Alternative Schools-GI #	hr.	\$ _____	312	\$ _____

*Special Activities – Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0018	Middle Schools-GI #	hr.	\$ _____	3,140	\$ _____
0019	Junior High Schools-GI #	hr.	\$ _____	2,457	\$ _____
0020	Senior High Schools-GI #	hr.	\$ _____	15,912	\$ _____
0021	Alternative Schools-GI #	hr.	\$ _____	273	\$ _____

\* GI – Guard I

\*\* GII – Guard II

# - See Attachment J.1 For Locations

Solicitation No. POFA-2004-R-0005  
D.C. PUBLIC SCHOOLS SECURITY AND RELATED SERVICES

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Solicitation No. POFA-2004-R-0005  
D.C. PUBLIC SCHOOLS SECURITY AND RELATED SERVICES

*Other Requirements*

<u>CLIN</u>	<u>Description</u>	<u>Price Per CLIN Item Listed Below</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0022	Uniforms Acquisition/Cleaning (Section C.14)	\$ _____ (per uniform)		\$ _____
0023	Vehicle Acquisition/Maintenance (Section C.3)	\$ _____ (per vehicle)	14	\$ _____
0024	Weapons & Ammunition Acquisition/ Maintenance/Licensing (Section C.3)	\$ _____ (per weapon)	7	\$ _____
0025	Pre-Employment/ On-going Drug Testing (Section C.3)	\$ _____ (per employee)		\$ _____
0026	Professional Training (Section C.9)	\$ _____ (per employee)		\$ _____
0027	Personnel/Other Audit Requirements (Section C.24)	\$ _____ (per audit)		\$ _____
0028	Incident Reporting System/ Database (Section C.3)	\$ _____ (per database)	1	\$ _____

**OPTION YEAR 1**

*Year Round - Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0101	Project Mgr. (Section C.5)	hr.	\$ _____	1,920	\$ _____

Solicitation No. POFA-2004-R-0005  
**D.C. PUBLIC SCHOOLS SECURITY AND RELATED SERVICES**

0102	Asst. Project Mgr. (Section C.5)	hr.	\$ _____	1,920	\$ _____
0103	Cluster Supervisor (Section C.5)	hr.	\$ _____	8,640	\$ _____
0104	Admin. Coordinator (Section C.5)	hr.	\$ _____	1,920	\$ _____
0105	Admin. Assistant (Section C.5)	hr.	\$ _____	1,920	\$ _____
0106	Investigators (Section C.5)	hr.	\$ _____	13,440	\$ _____
0107	Gang Unit (Section C.5)	hr.	\$ _____	7,680	\$ _____
0108	S.A.V.E. Team (Section C.5)	hr.	\$ _____	7,680	\$ _____

*School Year – Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0109A	Middle Schools-GI* #	hr.	\$ _____	47,616	\$ _____
0109B	Middle Schools-GII** #	hr.	\$ _____	4,608	\$ _____
0110A	Junior High Schools-GI #	hr.	\$ _____	35,328	\$ _____
0110B	Junior High Schools-GII #	hr.	\$ _____	6,144	\$ _____

\* GI – Guard I

\*\* GII – Guard II

# - See Attachment J.1 For Locations

Solicitation No. POFA-2004-R-0005  
**D.C. PUBLIC SCHOOLS SECURITY AND RELATED SERVICES**

0111A	Senior High Schools-GI #	hr.	\$ _____	138,240	\$ _____
0111B	Senior High Schools-GII #	hr.	\$ _____	32,256	\$ _____

0112	STAY-GI#	hr.	\$ _____	6,144	\$ _____
0113	Alternative Schools-GI #	hr.	\$ _____	7,680	\$ _____

*Summer – Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0114A	Middle Schools-GI* #	hr.	\$ _____	4,212	\$ _____
0114B	Middle Schools-GII** #	hr.	\$ _____	156	\$ _____
0115A	Junior High Schools-GI #	hr.	\$ _____	2,184	\$ _____
0115B	Junior High Schools-GII #	hr.	\$ _____	624	\$ _____
0116A	Senior High Schools-GI #	hr.	\$ _____	972	\$ _____
0116B	Senior High Schools-GII #	hr.	\$ _____	486	\$ _____
0117	Alternative Schools-GI #	hr.	\$ _____	312	\$ _____

*Special Activities – Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0118	Middle	hr.	\$ _____	3,140	\$ _____

\* GI – Guard I  
 \*\* GII – Guard II  
 # - See Attachment J.1 For Locations

Solicitation No. POFA-2004-R-0005  
**D.C. PUBLIC SCHOOLS SECURITY AND RELATED SERVICES**

Schools-GI #					
0119	Junior High Schools-GI #	hr.	\$ _____	2,457	\$ _____
0120	Senior High Schools-GI # <sup>2</sup>	hr.	\$ _____	15,912	\$ _____
0121	Alternative Schools-GI #	hr.	\$ _____	273	\$ _____

*Other Requirements*

<u>CLIN</u>	<u>Description</u>	<u>Price Per CLIN Item Listed Below</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0122	Uniforms Acquisition/Cleaning (Section C.14)	\$ _____ (per uniform)		\$ _____
0123	Vehicle Acquisition/Maintenance (Section C.3)	\$ _____ (per vehicle)	14	\$ _____
0124	Weapons & Ammunition Acquisition/ Maintenance/Licensing (Section C.3)	\$ _____ (per weapon)	7	\$ _____
0125	Pre-Employment/ On-going Drug Testing (Section C.3)	\$ _____ (per employee)		\$ _____
0126	Professional Training (Section C.9)	\$ _____ (per employee)		\$ _____
0127	Personnel/Other Audit Requirements (Section C.24)	\$ _____ (per audit)		\$ _____

# - See Attachment J.1 For Locations

Solicitation No. POFA-2004-R-0005  
**D.C. PUBLIC SCHOOLS SECURITY AND RELATED SERVICES**

**OPTION YEAR 2**

*Year Round – Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0201	Project Mgr. (Section C.5)	hr.	\$ _____	1,920	\$ _____
0202	Asst. Project Mgr. (Section C.5)	hr.	\$ _____	1,920	\$ _____
0203	Cluster Supervisor (Section C.5)	hr.	\$ _____	8,640	\$ _____
0204	Admin. Coordinator (Section C.5)	hr.	\$ _____	1,920	\$ _____
0205	Admin. Assistant (Section C.5)	hr.	\$ _____	1,920	\$ _____
0206	Investigators (Section C.5)	hr.	\$ _____	13,440	\$ _____
0207	Gang Unit (Section C.5)	hr.	\$ _____	7,680	\$ _____
0208	S.A.V.E. Team (Section C.5)	hr.	\$ _____	7,680	\$ _____

*School Year – Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0209A	Middle	hr.	\$ _____	47,616	\$ _____

Solicitation No. POFA-2004-R-0005  
**D.C. PUBLIC SCHOOLS SECURITY AND RELATED SERVICES**

	Schools-GI* #				
0209B	Middle Schools-GII** #	hr.	\$ _____	4,608	\$ _____
0210A	Junior High Schools-GI #	hr.	\$ _____	35,328	\$ _____
0210B	Junior High Schools-GII #	hr.	\$ _____	6,144	\$ _____
0211A	Senior High Schools-GI #	hr.	\$ _____	138,240	\$ _____
0211B	Senior High Schools-GII #	hr.	\$ _____	32,256	\$ _____
0212	STAY-GI #	hr.	\$ _____	6,144	\$ _____
0213	Alternative Schools-GI #	hr.	\$ _____	7,680	\$ _____

*Summer – Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0214A	Middle Schools-GI* #	hr.	\$ _____	4,212	\$ _____
0214B	Middle Schools-GII** #	hr.	\$ _____	156	\$ _____
0215A	Junior High Schools-GI #	hr.	\$ _____	2,184	\$ _____
0215B	Junior High Schools-GII #	hr.	\$ _____	624	\$ _____

\* GI – Guard I

\*\* GII – Guard II

# - See Attachment J.1 For Locations

\* GI – Guard I

\*\* GII – Guard II

# - See Attachment J.1 For Locations

Solicitation No. POFA-2004-R-0005  
**D.C. PUBLIC SCHOOLS SECURITY AND RELATED SERVICES**

0216A	Senior High Schools-GI #	hr.	\$ _____	972	\$ _____
0216B	Senior High Schools-GII #	hr.	\$ _____	486	\$ _____
0217	Alternative Schools-GI #	hr.	\$ _____	312	\$ _____

*Special Activities – Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0218	Middle Schools-GI #	hr.	\$ _____	3,140	\$ _____
0219	Junior High Schools-GI # <sup>3</sup>	hr.	\$ _____	2,457	\$ _____
0220	Senior High Schools-GI #	hr.	\$ _____	15,912	\$ _____
0221	Alternative Schools-GI #	hr.	\$ _____	273	\$ _____

*Other Requirements*

<u>CLIN</u>	<u>Description</u>	<u>Price Per CLIN Item Listed Below</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0222	Uniforms Acquisition/Cleaning (Section C.14)	\$ _____ (per uniform)		\$ _____
0223	Vehicle Acquisition/Maintenance (Section C.3)	\$ _____ (per vehicle)	14	\$ _____
0224	Weapons & Ammunition Acquisition/Maintenance/Licensing (Section C.3)	\$ _____ (per weapon)	7	\$ _____

\* -GI – Guard I  
# -See Attachment J.1 For Locations

Solicitation No. POFA-2004-R-0005  
**D.C. PUBLIC SCHOOLS SECURITY AND RELATED SERVICES**

0225	Pre-Employment/ On-going Drug Testing (Section C.3)	\$ _____ (per employee)	\$ _____
0226	Professional Training (Section C.9)	\$ _____ (per employee)	\$ _____
0227	Personnel/Other Audit Requirements (Section C.24)	\$ _____ (per audit)	\$ _____

**OPTION YEAR 3**

*Year Round – Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0301	Project Mgr. (Section C.5)	hr.	\$ _____	1,920	\$ _____
0302	Asst. Project Mgr. (Section C.5)	hr.	\$ _____	1,920	\$ _____
0303	Cluster Supervisor (Section C.5)	hr.	\$ _____	8,640	\$ _____
0304	Admin. Coordinator (Section C.5)	hr.	\$ _____	1,920	\$ _____
0305	Admin. Assistant (Section C.5)	hr.	\$ _____	1,920	\$ _____
0306	Investigators (Section C.5)	hr.	\$ _____	13,440	\$ _____
0307	Gang Unit (Section C.5)	hr.	\$ _____	7,680	\$ _____
0308	S.A.V.E. Team (Section C.5)	hr.	\$ _____	7,680	\$ _____

Solicitation No. POFA-2004-R-0005  
**D.C. PUBLIC SCHOOLS SECURITY AND RELATED SERVICES**

*School Year – Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0309A	Middle Schools-GI #	hr.	\$ _____	47,616	\$ _____
0309B	Middle Schools-GII** #	hr.	\$ _____	4,608	\$ _____
0310A	Junior High Schools-GI #	hr.	\$ _____	35,328	\$ _____
0310B	Junior High Schools-GII #	hr.	\$ _____	6,144	\$ _____
0311A	Senior High Schools-GI #	hr.	\$ _____	138,240	\$ _____
0311B	Senior High Schools-GII #	hr.	\$ _____	32,256	\$ _____
0312	STAY-GI #	hr.	\$ _____	6,144	\$ _____
0313	Alternative Schools-GI #	hr.	\$ _____	7,680	\$ _____

*Summer – Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0314A	Middle Schools-GI #	hr.	\$ _____	4,212	\$ _____
0314B	Middle Schools-GII** #	hr.	\$ _____	156	\$ _____

\* GI – Guard I  
 # - See Attachment J.1 For Locations

\* GI – Guard I

Solicitation No. POFA-2004-R-0005  
**D.C. PUBLIC SCHOOLS SECURITY AND RELATED SERVICES**

0315A	Junior High Schools-GI #	hr.	\$ _____	2,184	\$ _____
0315B	Junior High Schools-GII #	hr.	\$ _____	624	\$ _____
0316A	Senior High Schools-GI #	hr.	\$ _____	972	\$ _____
0316B	Senior High Schools-GII #	hr.	\$ _____	486	\$ _____
0317	Alternative Schools-GI #	hr.	\$ _____	312	\$ _____

*Special Activities – Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0318	Middle Schools-GI # <sup>4</sup>	hr.	\$ _____	3,140	\$ _____
0319	Junior High Schools-GI #	hr.	\$ _____	2,457	\$ _____
0320	Senior High Schools-GI #	hr.	\$ _____	15,912	\$ _____
0321	Alternative Schools-GI #	hr.	\$ _____	273	\$ _____

*Other Requirements*

<u>CLIN</u>	<u>Description</u>	<u>Price Per CLIN Item Listed Below</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0322	Uniforms Acquisition/Cleaning	\$ _____ (per uniform)		\$ _____

\*\* **GII – Guard II**  
# - See Attachment J.1 For Locations  
# - See Attachment J.1 For Locations

Solicitation No. POFA-2004-R-0005  
D.C. PUBLIC SCHOOLS SECURITY AND RELATED SERVICES

(Section C.14)

0323	Vehicle Acquisition/Maintenance (per vehicle)	\$ _____	14	\$ _____
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(Section C.3)

0324	Weapons & Ammunition Acquisition/ (per weapon)	\$ _____	7	\$ _____
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Maintenance/Licensing  
(Section C.3)

0325	Pre-Employment/ On-going Drug Testing (per employee)	\$ _____		\$ _____
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(Section C.3)

0326	Professional Training (per employee)	\$ _____		\$ _____
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(Section C.9)

0327	Personnel/Other Audit Requirements (per audit)	\$ _____		\$ _____
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(Section C.24)

SECTION C

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

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**C.1 INTRODUCTION AND BACKGROUND**

**C.1.1** The Metropolitan Police Department School Safety and Security Emergency Act of 2004 mandates the responsibility for issuing an RFP for security services within District of Columbia Public Schools (DCPS) to be under the auspices of the Metropolitan Police Department. The MPD is assuming responsibility to provide security services at all DCPS educational, administrative and operational locations. The management and support personnel to provide these services must be trained, licensed and experienced in security protection services.

**C.1.2** District of Columbia Public Schools are open 39 of 52 weeks of the year. Students attend school 183 days of the year, teachers 192 days. Additionally, schools are used for before-school breakfast programs, after-school programs, community meetings and extracurricular activities. The security services described herein will not only serve the elementary, middle, junior and senior high schools but also provide security services for Board of Education meetings and other DCPS properties and operations listed.

In school year 2003, DCPS operated 167 schools and learning centers: elementary schools (ES) 102; middle schools (MS) 12; junior high schools (JHS) 9; senior high schools (SHS) 18; educational centers (EC) 6; 3 alternative schools; and 7 Special Education and 3 night schools. The DCPS has a diverse student population with more than 112 different home languages that represent 138 different nationalities. Approximately 12% of the student population belongs to a language minority group and another 7.7% are classified as Limited English Proficient (LEP) or Non English Proficient (NEP) learners. DCPS is educating an estimated 67,000 students which includes an estimated 39,500 elementary school students, 4,838 middle school students, 5,500 junior high students, nearly 13,000 senior high students, 215 in alternative programs, 1,000 in special education schools, and 2,600 by tuition grant. Broken down by ethnicity, students are African Americans – 84.4%, Hispanics – 9.4%, Whites – 4.6%, Asian Americans – 1.6% and Other – 0.5%.

**C.2 SCOPE OF WORK**

- C.2.1** The contractor(s) shall provide school security services to protect DCPS students, employees, property and operations, to include all trained labor, management, supervision, uniforms, supplies, equipment and weapons during the hours and at the locations indicated in **Attachment J.1**. Security services also include incident response and reporting, roving patrols, fixed posts, violence intervention and conflict mediation, supervision and quality control, management, planning, administration, and other such services as determined by the MPD Contracting Officer's Technical Representative (COTR). Information provided in Attachment J.1 is the District's best estimate of its current school security needs based on previous historical data. The contractor shall review these materials and plan to staff accordingly. However, the school security needs of the District are not fixed, and changes may be necessary. The contractor shall ensure the most efficient and effective use of security resources and officer accountability in its performance of the contract (e.g., post orders, site visits, monitoring, and evaluation of security personnel including daily reports).
- C.2.2** The contractor shall effectively protect against or respond to activity that threatens the safety and security of DCPS students, employees, property and operations.
- C.2.3** The contractor shall provide school property perimeter control and campus and interior building security. The contractor shall operate, monitor, and respond to state-of-the-art technology to include Closed Circuit Television (CCTV), X-ray machines, walk-through and hand-held metal detectors, alarm systems, and communication devices. (See Section C.15.)
- C.2.4** The contractor shall protect against damage, pilferage, removal, misuse, larceny, theft, or other improper or unlawful conduct or threats to District government or personal property. The contractor shall report all such activities to the MPD Security Director. The contractor shall also discover and detain persons attempting to commit such acts or gain unauthorized access to the property or secured areas.
- C.2.5** The contractor's employees shall be in full uniform and ready to begin work promptly at the start of their shift. Additionally, the contractor's employees shall perform all contract functions in full uniform until the end of their full tour of duty.
- C.2.6** The contractor shall provide and maintain an incident reporting system and administrative record-keeping systems and provide the reports as detailed in Section F "Deliverables." (See Section C.17.5.)
- C.2.7** The contractor shall follow both the security policies and procedures provided by the MPD, and the contractor's standard written orders, as approved by MPD. The contractor shall provide draft standard written orders with its

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proposal as set forth in Section C.10.1.

**C.2.8** The contractor shall be current in the best practices of school security guard contracting. The contractor shall make recommendations to the COTR and to the MPD School Security Director with regards to school security programs, policies and procedures that will enhance the school security program and efficiency of its operations. Such recommendations shall be provided initially with its proposal, as part of the Operational Plan (see Section L.3.2). Subsequent recommendations shall be delivered every six (6) months to the COTR and MPD School Security Director. See Section F "Deliverables."

**C.2.9** The contractor shall develop and submit with its proposal, an Operational Plan detailing its understanding of the requirements and its approach to the daily oversight and provision of school security services (see Section L.3.2).

**C.2.10** The contractor shall submit a Management Plan (see Section L.3.3) detailing its organizational structure and a Quality Control Plan (QCP) (see Section C.25- Quality Control), including financial and accounting controls, with its proposal. The Management Plan shall contain all pertinent information relating to the contractor's organization, including resumes of key personnel to be assigned and the percentage of time that each will devote to the contract. Once approved, contractor shall perform its contract functions in accordance with the plan.

**C.2.11** The contractor shall conduct security surveys (risk assessments) of schools and administrative buildings, as directed by the COTR, and provide these reports to the COTR.

**C.2.12** The contractor shall prepare post orders for each post, (see section C.5) on each shift, at each facility. Draft post orders shall be submitted to MPD for review and approval within fifteen (15) days after contract award. The MPD COTR will promptly review and approve those orders. Contractor shall immediately distribute and abide by the "as approved" orders. Except for emergencies, no deviations from post orders shall be made. The post orders shall define the basic work to be performed at each post including the exact hours of duty, the time and location of movements of roving patrol posts, and detailed specific responsibilities for each fixed post. The contractor shall submit a sample post order with its proposal as a part of the Operational Plan (see L.3.2).

### **C.3 GENERAL REQUIREMENTS**

**C.3.1** The contractor shall conduct its operations so as to be in full compliance with D.C. Law 15-117, "Child and Youth, Safety and Health Omnibus Temporary Amendment Act of 2004," especially Titles I and II, Sec.205.b(5) (see **Attachment J.14**).

- C.3.2** At a minimum each Cluster Supervisor shall spend at least 8 hours per month, (two visits in 4 hours blocks) in each school in their respective cluster area. These visits and observations shall be recorded in the Security Post Inspection Report (see Section C.25.2).
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- C.3.3** The contractor shall conduct its operations in such a manner as to demonstrate the highest degree of employee competency, conduct, cleanliness, appearance, and integrity. The contractor shall be responsible for taking disciplinary action with respect to its employees as may be necessary.
- C.3.4** The contractor shall adhere to all Federal and District of Columbia laws and regulations relating to security guard services as set forth in Sections H, I, K and M, and Sections C.4 and C.6 (**Attachment J.14**).
- C.3.5** The contractor and its employees shall be available to testify and provide information for hearings and litigation at no additional cost to the District above the wages of those employees.
- C.3.6** The contractor shall prepare specialized reports, graphs and other special project documents (see Section C.17.6), as required by the COTR at no additional cost to the District above the cost of the database as set forth in Section B.
- C.3.7** The contractor shall coordinate with MPD to implement a plan to assist the DCPS Administration with the enforcement of the District of Columbia Student Code of Conduct (see **Attachment J.12**), reduction of criminal activities and the enhancement of the climate of safety at schools.
- C.3.8** The contractor shall provide trained and licensed employees at all times to perform the services as prescribed by the security orders and the post orders. In the event of a conflict between those documents, the security orders shall take first precedence, then the post orders.
- C.3.9** The contractor shall ensure that all replacement personnel, including supervisors, meet the contractual standards set forth herein. The contractor shall fill all key personnel (non-post) positions within thirty (30) days from the date of the vacancy.
- C.3.10** The MPD COTR will request the contractor to provide Temporarily Assigned Staff (TAS) personnel for will call posts (see Section C.5.2.8). The contractor shall provide TAS personnel at no additional cost to the District above the charges for wages for those employees.
- C.3.11** The contractor shall ensure that all will call posts are covered on an "as needed" basis, with short notice of assignment to the contractor, at no additional cost to MPD above the charges for the wages for the employees involved. The MPD COTR will attempt to provide contractor a minimum of twenty-four (24) hours of notice of the requirement for increased staffing.

However, as few as four (4) hours or less notice may be provided to the contractor in exigent circumstances.

- C.3.12** The contractor shall prepare post orders for each post, on each shift, at each facility. Draft post orders shall be submitted to MPD for review and approval within fifteen (15) days after contract award (see Section F "Deliverables"). The MPD COTR will review those orders. Once approved, the contractor shall immediately distribute the post orders to all locations and abide by the "as approved" orders. Except for emergencies, contractor shall make no deviations from the post orders.
- C.3.13** The post orders shall define the basic work to be performed at each post including the exact hours of duty, the time and location of movements of roving patrol posts, and detailed specific responsibilities for each fixed post. The contractor shall submit a sample of a post order with its proposal as a part of the Operational Plan (see Section L.3.2).
- C.3.14** The contractor shall not charge the District, above those charges for the hourly rates for the individuals involved, any additional charge for the reallocation of existing personnel required as a result of an emergency. The existence of an emergency creates an immediate need for security services, the lack of which would seriously threaten one or more of the following: (a) the health or safety of any person; (b) the preservation or protection of property; and (c) the continuation of necessary governmental functions.
- C.3.15** Contractor shall request written authorization from the MPD Director of School Security for its personnel to bring onto or depart from DCPS property with weapons or ammunition.
- C.3.16** The contractor shall provide the MPD COTR with an equipment list containing the make, model number, and serial number of any office or other equipment (fax machines, telephones, photocopiers and modems) purchased to meet contractual requirements. These costs shall be included in the proposed "Price Per Unit." (See sections C.12, 13, 14, 15 and 16 regarding rights and obligations of contractors.) The contractor shall provide all required vehicles, weapons and supplies. DCPS will provide facilities, furniture, office equipment, and telephone lines for contractor administrative personnel, including the Program Manager, Assistant Program Manager, Administrative Assistant, Administrative Coordinator, Investigators and SAVE Unit. (See Attachment J.10 for a description of facilities and equipment provided).
- C.3.17** As set forth above, the contractor shall provide manpower to cover all posts and duty hours. No contractor employee shall provide more than twelve (12) hours of consecutive service in a twenty-four (24) hour period unless the work periods are separated by an eight (8) hour non-duty period. This limitation may be waived by the COTR in emergency situations beyond the control of the contractor to include, for example, weather conditions that prevent the

next shift from getting to the building; civil disturbances; or terrorist acts. The contractor shall obtain a written confirmation of a waiver from the COTR for each emergency situation.

**C.3.18** The contractor shall be required to maintain all equipment provided and purchased for this contract. The contractor shall care for and maintain all District-owned and furnished property in accordance with 27 DCMR Section 4100, et. seq., including establishing and maintaining a property control system as provided for in Section 4107.

**C.3.19** The contractor shall ensure that all employees assigned are in good general health and without physical limitations that would interfere with the performance of security duties. The work under this contract requires frequent and prolonged walking, standing, sitting and occasionally running. The security officer may also have to subdue violent or potentially violent individuals. Physical and mental stamina is a basic requirement under this contract.

**C.3.20** At the contractor's expense, the contractor shall conduct a pre-employment drug screening and maintain a random drug-screening program for the duration of the contract for all employees who have contact with children (as required by D.C. Law 15-117, "Child and Youth, Safety and Health Omnibus Temporary Amendment Act of 2004"), which includes employees filling all positions under the contract except the Administrative Assistant and the Administrative Coordinator. Drugs to be tested for are listed in **Attachment J.13**. The contractor shall maintain the results in the employees' personnel file in accordance with the requirements of the Health Insurance Portability and Accountability Act (HIPAA).

#### **C.4 APPLICABLE DOCUMENTS**

The latest version of the following laws and regulations are especially relevant to the provision of school security guard services. The contractor shall comply with these laws and regulations in the provision of its services and the performance of its duties under the contract.

	<b>Purpose</b>
District of Columbia Municipal Regulations (DCMR), Title 6A, Police Personnel	Sets forth regulations pertaining to Special Police Officers
DCMR, Title 17, Businesses, Occupations, And Professions	Sets forth licensing requirements for security officers and private detective agencies
DCMR, Title 27, Section 4100	Sets forth rules for

District of Columbia Board of Education, 5 DCMR, 2500 et al, Student Discipline	contractor-furnished property Sets forth the rules that govern students' behavior that the contractor's personnel must support DCPS in enforcing
MPD Security Officer's Management Branch (SOMB) Security Officer's Handbook	Sets forth the eligibility requirements, application procedures for all types of security licenses approved by MPD's SOMB, and guidelines for firearms and other weapons

## C.5 DEFINITIONS

The first portion of Definitions, Section C.5.1, et. seq., refers to the positions specifically listed in Section B. The second portion of Definitions, Section C.5.2., et. seq., refers to definitions of the other terms listed in this RFP.

**C.5.1** For the purposes of this solicitation the following definitions (and duties relating to each position) shall apply:

### C.5.1.1 Guard I

For the purposes of this contract, the Guard I position shall be called Security Officer (SO). Security Officers are assigned to elementary or secondary schools under the general supervision of the Cluster Supervisor, and/or the Supervisory Special Police Officer (SSPO) on site. SOs perform a variety of duties in the prevention of and response to threats or crime against students, staff and property. Duties shall include but are not limited to serving at a fixed post, making rounds on foot or by motor vehicle, escorting persons on school property, and assisting visitors by answering questions and giving directions. At no time shall a Security Officer be required to carry a weapon, search personnel, detain personnel or effect an arrest. Under the direction of a Supervisor, the SO is required to prepare written reports of all security-related activities, incidents or observations. The employees in this category shall not carry a firearm.

The SO must be able to successfully complete courses related to drugs, law enforcement, security, child development, behavior management, and conflict resolution. The SO shall be licensed in the District of Columbia, and perform other duties as assigned by the Project Manager.

The Security Officer position in this solicitation is correlated to the Guard I position as indicated in the Department of Labor's Wage Determination, No: 1994-2103, Revision No: 32. (**Attachment J.2**)

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**C.5.1.2 Guard II**

The individuals in this category shall be licensed in the District of Columbia as a Special Police Officer, which indicates their authorization to carry a firearm when specifically directed by the MPD. For the purposes of this contract, the Guard II position shall also be called Supervisory Special Police Officer (SSPO). In addition to the SO requirements listed in Section C.5.1, SSPOs must possess a minimum of five (5) years of Federal, District, State, or local law enforcement and/or related physical security experience. These individuals must also possess the ability to work with youth and adults, to effectively communicate with the public and District personnel, and to effectively communicate with, supervise and manage school-based security officers. The SSPO shall work under the general supervision of the Cluster Supervisor. SSPOs shall be placed in selected middle, junior high and senior high schools, and shall manage the security team on site and perform other duties as assigned by the Project Manager.

The Special Police Officer position in this solicitation is correlated to the Guard II position as indicated in the Department of Labor's Wage Determination, No: 1994-2103, Revision No. 32 (**Attachment J.2**).

**C.5.1.3** The following positions are also in the Guard II category:

**C.5.1.3.1. Youth Gang Officer**

The Youth Gang Officers shall possess the ability to effectively work, communicate, and display mediation and intervention skills with youth and adults with specific emphasis on youth who are deemed at-risk. These positions serve under the general supervision of the MPD School Security Director. Youth Gang Officers shall assist in the development of training modules to address issues of gangs and gang-related activities, and provide information/briefings in that area. The Youth Gang Officer shall be licensed as a Special Police Officer (SPO) in the District of Columbia and authorized to carry a firearm if required by the MPD.

**C.5.1.3.2 Operation S.A.V.E. Officers**

Operation S.A.V.E. (School Anti-Violence Effort) Officers shall participate in the gun interdiction project and serve as a member of the roving mediation team with the Project Manager. These positions are under the general supervision of the MPD School Security Director. Operation S.A.V.E. Officers participate in specially designed programs aimed at resolving potential conflicts on and near school campuses. The Operation S.A.V.E. Officer shall be licensed as a Special Police Officer (SPO) in the District of Columbia and authorized to carry a firearm if required by the MPD.

### **C.5.1.3.3 Facility Security Officer (FSO)**

Facility Security Officers (FSO) must have experience in law enforcement, physical security, military training or a combination thereof, and are required to respond to alarms at DCPS facilities. The FSO shall respond to intrusion detection alarms at DCPS facilities. Each FSO shall be licensed as a Special Police Officer (SPO) in the District of Columbia and shall carry a firearm. The FSO performs other duties as assigned by the Project Manager.

### **C.5.1.3.4 School Security Investigators**

School Security Investigators shall possess law enforcement/security investigatory expertise and experience in the field of criminal justice. These positions serve under the general supervision of the MPD School Security Director. School Security Investigators serve as investigators for DCPS and shall be responsible for assisting in the protection of students, staff and school property, the prevention, control, and investigation of crimes against the Board of Education, DCPS facilities and personnel. Each investigator shall be licensed as a Special Police Officer (SPO) in the District of Columbia and authorized to carry a firearm if required by the MPD.

### **C.5.1.4 Other positions listed in Section B:**

#### **C.5.1.4.1 Cluster Supervisors**

Cluster Supervisors shall possess a minimum of 4 years managerial work experience or have equivalent school-based security work experience. In addition, Cluster Supervisors must have a minimum of five (5) years of law enforcement experience with Federal, State, District, or other local agency, two (2) years of which must include supervisory experience. Each Cluster Supervisor shall be licensed as an SPO in the District of Columbia, and authorized to carry a firearm if required by the MPD. These individuals must also possess the ability to work with youth and adults, to effectively communicate with the public, MPD and DCPS personnel, to effectively communicate with, supervise and manage school-based security officers, work with MPD District Commanders and Regional Operations Command (ROC) Chiefs, and perform other duties as assigned by the Project Manager or Assistant Project Manager.

#### **C.5.1.4.2 Administrative Assistant**

The Administrative Assistant shall possess the education, training and experience that will enable them to provide administrative assistance to the Project Manager, Assistant Project Manager and other contract staff. The Administrative Assistant shall prepare required contract reports and be capable of supporting requirements for word processing, data entry, creating

presentation and report graphics, researching and compiling data, organizing and maintaining files, and communicating effectively with contract staff and District employees and officials. The Administrative Assistant shall be trained and responsible for recording and processing the time and attendance records for all personnel assigned to this contract.

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#### **C.5.1.4.3 Administrative Coordinator**

The Administrative Coordinator shall demonstrate a high level of expertise in administrative concepts and practices, sufficient to enable them to recommend changes in administrative policies, devise and initiate procedures, and the ability to resolve and expedite internal budget and procurement issues. The Administrative Coordinator shall possess a comprehensive knowledge of database management systems, information processing and documentation standards.

#### **C.5.1.4.4 Assistant Project Manager (APM)**

The Assistant Project Manager (APM) shall possess a minimum of 4 years of managerial work experience including the supervision of 350 or more employees, as a portion of a minimum of ten (10) years of security and/or law enforcement experience. The APM shall have experience managing, interacting with and supervising school-based security staffs. The APM shall be able to meet the qualifications as a Special Police Officer (SPO) in the District of Columbia and be authorized to carry a firearm if required. The APM shall effectively communicate, supervise, and manage the security officers as director of operations and all aspects of the contract's requirements. The APM shall work closely with MPD's COTR and School Security Director and be exclusively deployed on this contract by the contractor.

#### **C.5.1.4.5 Project Manager (PM)**

The Project Manager (PM) shall possess a minimum of four (4) years of managerial work experience including the supervision of at least 350 employees, as a portion of a minimum of fifteen (15) years of security and/or law enforcement experience. The PM must have experience managing, interacting with and supervising school-based security staffs. The PM shall meet the qualifications as a Special Police Officer (SPO) in the District of Columbia and be authorized to carry a firearm if required. The PM shall be able to effectively direct, communicate, supervise, and manage the security officers and all aspects of the contract requirements. The PM shall work closely with MPD's COTR and School Security Director, in order to ensure a high-quality security operation. The PM shall be exclusively deployed on this contract by the contractor.

#### **C.5.2 Other definitions:**

**C.5.2.1 Will Call Posts**

Security requirements or posts that are not covered by contract employees on a regular basis (see Section C.22).

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**C.5.2.2 Contracting Officer's Technical Representative (COTR)**

The person appointed in writing by the Contracting Officer for general administration of the contract.

**C.5.2.3 MPD School Security Director**

The Director in charge of the school security function within MPD.

**C.5.2.4 DCPS Command Center**

A twenty-four (24) hour alarm and surveillance camera monitoring center located 3535 V Street, NE, Washington, DC.

**C.5.2.5 Emergency**

An emergency includes, but is not limited to, serious violence erupting in or around the school, flood, epidemic, riot, equipment failure, or other exigent reasons.

**C.5.2.6 Security Orders**

Security orders are policies and procedures governing school security operations that are provided by the MPD or provided by the contractor and approved by MPD.

**C.5.2.7 Post Orders**

Post orders describe the basic work to be performed at each post on each shift at each facility.

**C.5.2.8 Temporarily Assigned Staff (TAS)**

Temporarily Assigned Staff (TAS) are guards assigned to cover will call posts and to fill posts vacated by absent employees.

**C.6 MINIMUM PERSONNEL QUALIFICATIONS**

**C.6.1** In addition to the requirements set forth in C.5.1, to be eligible to perform under this contract each contractor employee shall meet the following criteria:

- a. Be a United States citizen and at least twenty-one (21) years of age.

- b. Possess a high school diploma or GED equivalency.
- c. Possess a high degree of proficiency in the English language. This shall include: (1) being competent to meet and deal with the public, including the proficiency to write, read, understand and speak English fluently; (2) the ability to construct and write clear, concise, accurate and detailed reports in English, which may be used in court and in connection with civil and criminal matters; and (3) have the ability to clearly communicate on a 2-way radio or other communication devices and maintain conversation without difficulty in being understood.
- d. Be able to follow through with instructions or procedures and to maintain poise and self-control under stress.
- e. Possess a valid driver's license and be able to operate a motor vehicle. The employee shall not have a driver's license suspension or conviction for a DUI (Driving Under the Influence) type of offense within the past three (3) years.
- f. Have a telephone at residence for emergency contact.
- g. Be free of any judgment of incompetence by any court for mental defect or disease and free of any injury, physical impairment or limitation which prevents proper performance of security work.
- h. Be licensed as a Special Police Officer for each Guard II position as required by the Metropolitan Police Department Security Officers Management Branch.
- i. Be in compliance with the D.C. Law 15-117, "Child and Youth, Safety and Health Omnibus Temporary Amendment Act of 2004," especially Titles I and II, Sec.205.b(5), et. seq. (see Attachment J.14).

**C.6.2** No individual assigned to this contract shall have been convicted of any offense which would cause the revocation or non-renewal of the individual's SPO license. The contractor shall immediately and permanently remove any such individual from the contract and notify the COTR. (See "SOMB Security Officer's Handbook" and the "Child and Youth, Safety and Health Omnibus Temporary Amendment Act of 2004.") Failure to comply may be cause for the exercise of contract remedies, including termination of the contract.

## **C.7 PERSONNEL**

**C.7.1** The contractor shall be solely responsible to compensate its employees, including the payment of all applicable wages, taxes, insurance, and worker's

compensation. The contractor shall be solely responsible for and shall indemnify the District for any loss or damage to District property if the loss or damage is caused by the contractor or any of its employees.

**C.7.2** The contractor shall staff the contract providing personnel meeting the requirements set forth in Section C, and shall efficiently schedule a combination of full-time positions with a minimum of part-time positions to ensure full security coverage is provided in accordance with the requirements of the contract. Full-time positions shall comprise the significant majority of the workforce. The contractor shall efficiently manage the workforce so as to minimize the necessity for overtime to be paid by the District.

**C.7.3** The contractor's employees must present a neat, clean and professional appearance at all times while on duty. The contractor shall develop and maintain a dress code and grooming standards in writing to be approved by MPD within fifteen (15) days of contract award. A draft of this policy shall be submitted with the proposal (see Section L.3.7).

**C.7.4** The contractor shall maintain its own personnel and benefit policies for its employees, subject to review by MPD. This policy must be submitted with the proposal (see Section L.3.8).

**C.7.5** Any individual employed by MPD or DCPS shall not be employed by the contractor simultaneously.

## **C.8 HEALTH AND PHYSICAL FITNESS REQUIREMENTS**

**C.8.1** Contractor's employees shall demonstrate evidence of physical fitness by passing the physical examination administered by a licensed physician during the MPD, Security Officer Management Branch certification/commission process. (See "SOMB Security Officers Handbook.") The SOMB is located at 2000 14<sup>th</sup> Street, N.W., 3<sup>rd</sup> Floor, Washington, DC.

**C.8.2** As part of the physical examination, the contractor shall ensure that all employees have a chest x-ray and/or tuberculosis skin test prior to employment for this contract. The contractor shall maintain all medical records as part of the employees personnel file and in accordance with HIPAA regulations. (See Section C.24.1.)

## **C.9 TRAINING**

**C.9.1** The contractor shall be responsible for training its employees who will be performing under this contract. Lesson plans and outlines for each block of basic training shall be submitted with the proposal (See Section L.3.6). For the supplemental 40 hours of training, the contractor shall submit a draft plan

for obtaining this training with the proposal, to include potential sources for this training (See Section L.3.6).

**C.9.2** The contractor shall ensure that all employees performing on this contract have completed the Basic Training Curriculum listed in C.9.3 prior to assignment. The contractor shall submit training completion rosters to the COTR before the assignment of personnel. New employees hired by the contractor shall not report to duty until this training has been completed. The COTR will review the contractor's roster of eligible employees submitted by the contractor for approval. The COTR reserves the right to periodically inspect training sessions.

**C.9.3 Basic Training Curriculum**

The contractor shall ensure that the Guard Is and IIs assigned to this contract have completed a basic guard training curriculum that includes, at a minimum, the following courses:

Introduction to Protective Services Police	0.5 hour
Conduct on Duty	1 hour
Uniform, Equipment and Grooming	1 hour
Ethics	1 hour
Introduction to DC Government	1 hour
Report Writing	3 hours
Alarm and Video Monitoring	1 hours
Patrol Techniques	1 hour
Magnetometer, X-ray Machine and Screening	2 hours
Arrest Procedures (SPO's only)	2 hours
Search, Seizure and Detention (SPO's only)	1 hour
Use of Force	2 hours
Court Preparation and Appearance	.5 hour
Observation and Description Techniques	1 hour
Evidence Preservation	.5 hour
Criminal and Civil Law	3 hours
Sexual Harassment	1 hour
Drugs and Alcohol	1 hour
Officer Manuals	2 hours
Bomb Threats	1 hour
Civil Disobedience	1 hour
Conflict Resolution/Public Relations	2 hours
Customer Service	1.5 hours
First Aid/CPR	16 hours
Total	47 hours

**C.9.4** Firearms Training for SPO Armed (i.e., Guard II, only if required to carry firearm) The "SOMB Security Officers Handbook" details the requirements for initial firearms training for SPOs Armed. In addition to that training, contractor's employees required to carry firearms shall meet the

MPD requirements for annual firearms training and recertification as specified in MPD General Order RAR—901.01 "Handling of Service Weapons," which states in Section V.D.1:

All members shall qualify with their service pistol . . . every six months. Members shall be required to qualify *at least once* during the period between January 1<sup>st</sup> through June 30<sup>th</sup> and *at least once* during the period July 1<sup>st</sup> through December 31<sup>st</sup>.

**C.9.5 Supervisory Training (Supervisory Special Police Officer, Cluster Supervisors, Project Manager, Assistant Project Manager)**

In addition to the prerequisites set forth in Basic Training (Section C.9.3) and Firearm Training (Section C.9.4) if required, the supervisory contractor personnel listed above shall complete the following training:

Techniques of Management/Supervision	3 hours
Site/Post Inspections	3 hours
Security Surveys	2 hours
Principles of Communication	2 hours
Principles of Documentation in Performance Management	4 hours
Interview Techniques	<u>2 hours</u>
Total	16 hours

**C.9.6** In additional to the prerequisites set forth in Basic Training (Section C.9.3), Firearm Training (Section C.9.4) if required and the Supervisory Training (Section C.9.5) required for designated supervisory personnel, the contractor shall provide to each employee under the contract a minimum of 40 hours of annual training in school-related security issues. At a minimum, the contractor's training shall encompass the following curriculum:

- a. Child Development
- b. Effective Communication Skills
- c. Behavior Management
- d. Substance Abuse and its Effect on Youth
- e. Availability of Social Services for Youth
- f. D.C. Laws and Regulations, including Board of Education Regulations
- g. Constitutional Standards for searches and seizures conducted by school security personnel on school grounds
- h. Training on School Security Orders
- i. Visitor Control
- j. Proper Use of Metal Detectors, CCTV, radios and other security equipment in the schools
- k. Special Education
- l. Crime Reporting on Campus
- m. Diversity Training

**C.9.7** The contractor shall maintain professional training and other certifications, licenses or permits, including firearm qualifications, in the employee personnel file and shall make these documents available upon the COTR's request.

**C.9.9 Instructor Qualifications**

Instructors who are certified to teach the specific subject or topic required shall administer all formal training required herein. Certification to instruct the specific subject shall be in the form of a certificate issued by an accredited institution of learning (school, college or university), the District of Columbia Government, Federal, or other state or county government. Such certifications offered shall be current by date. The contractor shall submit instructor qualifications with its proposal (see Section Section L.3.6).

**C.9.10 Special Requirements for PM, APM and Supervisors**

There shall be no substitutions of proposed key personnel, i.e., contractor's Project Manager, Assistant Project Manager, and Cluster Supervisors (see Section L.19), prior to ninety (90) days after contract award unless specifically approved in writing, in advance, by the COTR. Thereafter the contractor shall submit proposed substitutions to MPD for approval five (5) working days before the proposed substitution. All substitutes must meet or exceed all contract requirements for those types of personnel. The Project Manager, Assistant Project Manager, and Supervisors must be individuals of unquestionable integrity, who display a mature attitude and exercise good judgment.

**C.10 ORDERS**

**C.10.1** Security orders may be provided to the contractor by the MPD. The contractor's standard security orders shall be submitted to MPD. These orders will be reviewed and may be approved by the MPD for use by the contractor. The contractor shall submit their standard security orders with its proposal as part of the Operational Plan (see Section L.3.2).

**C.10.2** The contractor shall be responsible for the maintenance of MPD security orders, including all updates and information required to be inserted. The contractor shall be responsible for updating and providing copies for use by all contractor employees.

**C.10.3** The contractor shall maintain the master security orders at the DCPS Command Center and shall contain complete duty instructions for all posts involved. These orders shall include separate standard operating procedures and emergency procedures. At each fixed post, the contractor shall furnish

and maintain the orders in a separate loose-leaf binder. The binder will contain only duty instructions pertinent to that specific post. The security orders shall not be removed from the DCPS property or be reproduced or copied in any manner without the prior written consent of MPD. Upon receipt of written approval of MPD, the contractor shall be responsible for posting proposed changes in the security orders and the updating thereof.

**C.11 POST ASSIGNMENTS**

**C.11.1** Upon reporting to a facility for duty, each employee shall enter their name, actual and exact arrival time and date in the Activity Log Book located at the facility. At the end of the tour, each employee shall record their time-out in the same Activity Log Book. The employee shall also record any equipment received on post and any reports or orders passed down on their tour of duty in the Activity Log Book.

**C.11.2** Any requests to the contractor's employees to perform duties not covered in the post orders, security orders, or not specifically requested by the COTR or MPD School Security Director shall be referred to the COTR or, if after hours, to the DCPS Command Center. If the request is deemed appropriate, the COTR will have the instruction prepared in writing and placed in the post orders with the time and date associated with the request.

**C.11.3** If an employee does not meet contractual requirements, including the regulations as outlined in District of Columbia Municipal Regulations (DCMR), Title 6A, or the post orders or the security orders approved by the COTR, the COTR will consider the post uncovered, and assess liquidated damages in accordance with Section H.8.

**C.11.4** The work schedules for supervisors and security officers shall be prepared on separate schedules and posted in the shift supervisor's work area at two (2) week intervals. Changes to the schedules shall be posted at least twenty-four (24) hours prior to the affected change in duty hours for any contract employee. All work schedules shall be provided to the COTR immediately upon posting any changes. The MPD reserves the right to ask for changes in the work schedules at any time with reasonable lead-time (48 hours) for the requested modifications.

**C.11.5** No security officer shall leave his/her post until properly relieved in accordance with the post orders.

**C.11.6** All security officers shall be in the proper dress and ready to begin work at the start of their shift. All security officers shall remain on the job in proper dress until the end of their full tour of duty.

**C.12 EQUIPMENT AND MATERIALS**

**C.12.1** The contractor shall care for and maintain all District-owned and furnished property in accordance with 27 DCMR Section 4100, et. seq., including establishing and maintaining a property control system as provided for in Section 4107. The contractor shall operate the equipment referenced in Attachment J.10. The contractor shall be responsible to maintain the equipment in good working condition during its use. If the equipment is damaged, missing or becomes defective, the contractor shall promptly notify DCPS and the COTR.

**C.12.2** DCPS will provide all communications equipment (two-way radios, cell phones, pagers, etc.) on a daily basis to the contractor. The contractor shall be responsible to maintain the equipment in good working condition during its use. If the equipment is damaged, missing or becomes defective, the contractor shall promptly notify DCPS and the COTR.

**C.12.3** The contractor shall provide the COTR with an initial inventory of all equipment owned by the contractor or provided by the District (indicate ownership in the inventory report) within 30 days of award of contract. During the contract term, the contractor shall first seek approval from the COTR for any additional equipment necessary to fulfill contractual requirements, including vehicles. The COTR will only authorize reimbursement for equipment approved for purchase. All equipment purchased by the contractor for the performance of contract requirements shall become the property of MPD at the termination of the contract.

**C.12.4** The contractor shall be responsible for maintenance of the equipment it provides during the contract period.

**C.13 ACCOUNTABILITY FOR DISTRICT OF COLUMBIA PUBLIC SCHOOLS PROPERTY**

**C.13.1** All property and equipment furnished by the DCPS under this contract shall remain the property of DCPS. During the term of the contract, the contractor shall comply with Section C.12.1 in accordance with terms of 27 DCMR Section 4100, et. seq. Upon contract expiration or termination, the contractor shall account for all DCPS-furnished property provided. Any property or equipment furnished to fulfill contract requirements, which is lost or damaged resulting from improper use or negligence by the contractor's employees, shall be repaired or replaced by the contractor at its own risk and expense.

**C.14 CONTRACTOR-FURNISHED PROPERTY**

**C.14.1** Three (3) days after notice of contract award, the contractor shall submit to MPD an SOMB-approved uniform and equipment program for review and

approval. A suggested uniform and equipment program should include items such as: shirts, trousers, ties, blazers, gloves, jacket, socks, shoes, handcuffs, flashlights, badges, caps, coats, raincoats, rain boots, belts and other items as deemed necessary by the contractor. MPD will approve the program within seven (7) days after notice of contract award to permit the contractor to procure the required uniforms and equipment.

- C.14.2** The contractor shall furnish and maintain properly fitted uniforms and equipment in accordance with uniform and equipment approval received by contractor from MPD's SOMB. These uniform items shall be provided by the contractor at no cost to the District, above the cost provided in Section B. Any disagreement regarding application of the standards relating to uniforms and equipment shall be referred to the MPD COTR.

**C.15 DISTRICT OF COLUMBIA PUBLIC SCHOOLS FURNISHED FACILITIES AND PROPERTY**

- C.15.1** DCPS shall furnish at its expense the following: space, lockers (if available), light, heat, power and other utilities for the operation of the security services program to be furnished herein. DCPS shall obtain necessary telephones, telephone lines, fax lines, and other dedicated lines for contractor's use.

- C.15.2** DCPS shall make available without cost or charge to the contractor areas of the premises agreeable to both parties in which the contractor shall render its services, such area shall be reasonably necessary for providing efficient operations of security services.

- C.15.3** DCPS shall provide security technology to include Closed Circuit Television (CCTV), x-ray machines, walk-through and hand-held metal detectors, alarm systems, and communication devices.

**C.16 CONTRACTOR OFFICES AND FACILITIES**

- C.16.1** The contractor shall operate from the government-owned facility described in **Attachment J.10**. This facility must support, on a twenty-four (24) hour, seven (7) days a week, three hundred sixty-five (365) day a year basis, the contract security operation and be staffed by the contractor's personnel. An answering machine or voice mail is not an acceptable alternative to contractor employees.

**C.17 BUILDING SECURITY LOG/REPORT ENTRIES**

- C.17.1** The contractor shall make log entries in the Activity Log Book located at each post. Log entries shall include, but are not limited to name, arrival on duty and departure times, and date and time observing any criminal offense, accidents,

injuries to persons, damage to property, and complaints. In addition, the contractor shall report any irregular activities or occurrences (i.e., activities or occurrences not usually observed while on post) to the DCPS Command Center as soon as possible.

**C.17.2** The contractor shall contact the DCPS Command Center to report incidents, as defined above, and to obtain additional information or instruction as soon as possible.

**C.17.3** The contractor shall document irregular or unusual activities in the Activity Log Book, as per the directions in the security orders.

**C.17.4** The contractor shall make available the Activity Log Book (including Incident Report) to the COTR or MPD upon request.

**C.17.5** The contractor shall complete incident reports, logs, accident reports, investigative reports, equipment inventories, security surveys, and other reports as directed by the MPD. Contractor shall submit a draft document of reports with the proposal as part of the Operational Plan (see L.3.2).

**C.17.6** The contractor shall enter data from the reports into the incident reporting system and other databases, and produce and distribute summary reports on a regular schedule as directed by the MPD School Security Director or the COTR.

**C.17.7** The contractor shall ensure that all reports and other documents are written clearly, legibly, and accurately. The contractor shall collect all original reports and documents in an organized manner, store them in accordance with established procedures, and turn them over to the COTR by the contractor at the end of the contract period. All records will be readily available to MPD during the performance of the contract. Filing procedures will be reviewed and discussed by the parties at the post-award conference.

**C18 REMOVAL OF CONTRACTOR'S EMPLOYEES**

**C.18.1** The contractor shall require its contract employees to comply with any directives issued by the COTR. The contractor shall be responsible for maintaining satisfactory standards of employees' competency, conduct, appearance, and integrity, and shall be responsible for taking such disciplinary action with respect to the employees as deemed necessary.

**C.18.2** At any time, the MPD COTR, in its sole discretion, may require the contractor to immediately remove any employee from the contract. Replacement personnel shall be provided immediately.

**C.19 INVESTIGATIONS**

The contractor shall assist and cooperate in investigations of criminal offenses, accidents, injuries to persons, damages to property and complaints within the perimeters for that particular facility as defined in the post orders. The District shall have the option to examine the site of any accident or incident immediately following its occurrence to determine the cause of such accident or incident, the degree of personal injuries, the damage to Government-owned property, and other pertinent information. In order to accomplish this, the District shall have the authority to question any persons having knowledge relative to or present when such accident or incident occurred, including employees and agents of the contractor.

**C.20 MEETINGS**

All meetings with MPD shall be attended by at least one (1) of the contractor's key personnel with authority to address and remedy matters regarding administrative and performance-related issues. The contracting officer may attend meetings to address contractual issues. DCPS may also attend meetings to address issues involving their operations and facilities. Twenty-four (24) hour notice shall be required to cancel any meeting with MPD. The COTR shall notify the contractor of the date and time of these mandatory meetings.

**C.21 TEMPORARILY ASSIGNED STAFF (TAS)**

Temporarily Assigned Staff (TAS) personnel shall be provided by the contractor for special security needs to include but are not limited to special events, school sporting events, PTA meetings and other before or after-hours events, or to augment existing staff during periods of heightened security. The MPD COTR will attempt to provide a minimum of twenty-four (24) hours notice of the requirement for increased staffing. However, as few as four (4) hours (or less) notice may be provided in exigent circumstances.

**C.22 WILL CALL POSTS**

Will call posts are those that are not covered by contract employees on a regular basis under this contract and require that security services be in place with minimal notice and at no additional cost to MPD above the charges for the wages for the individual(s) involved. The COTR will attempt to give four (4) hours notice whenever possible. The contractor shall bill the District for such services upon the employee reporting for duty at said post. Will call posts include those described as Special Activities in Section B.

**C.23 BUILDING ORIENTATION**

**C.23.1** Before the contractor's employees can be allowed to provide services at a particular site under the contract, the contractor's employees shall complete a minimum of a four (4) hour on-site orientation at no additional cost to the government. The orientation shall consist of familiarizing the contractor's employees with the physical layout of the location by walking the employees around the location and showing them entrances, exits, fire doors, stairwells, mechanical rooms, etc. The orientation shall also cover the information in the post orders.

**C.23.2** The orientation shall be conducted by DCPS personnel, contractor supervisory personnel or an experienced site officer of the contractor approved in writing by MPD to provide on-site orientation at specific locations. Only personnel approved in writing by the MPD shall be authorized to conduct the orientation. The contractor shall submit a building orientation report to the COTR after employees successfully complete the orientation.

**C.24 REPORTS, FILES, AND RECORDS**

**C.24.1** The contractor shall maintain personnel files for all employees furnished under the contract. Medical records shall be maintained in a separate file in accordance with HIPAA regulations. The personnel files shall contain all documentation required in Section C to validate the establishment of qualifications, licensing and training of the contractor's employees for employment on this contract.

**C.24.2** These files shall be continuously maintained by the contractor and are subject to inspection by the MPD at any time.

**C.24.3** The contractor, in conjunction with MPD, shall schedule an independent audit of personnel files 30 days after contract award and every six months thereafter for the duration of the contract. The audit shall verify that the personnel records contain all documentation required to validate the qualifications of the contractor's employees for employment on this contract. The contractor shall deliver the audit report to MPD within one week of its receipt.

**C.24.4** The contractor shall complete incident reports, logs, accident reports, investigative reports, equipment inventories, security surveys, and other reports as directed by the MPD. Contractor will submit a draft document of reports with the proposal as part of the Operational Plan (see L.3.2).

**C.24.5** The contractor shall ensure that all reports and other documents are written clearly, legibly and accurately and filed in an organized manner. All original reports and documents shall be collected, filed and stored in accordance with the contractor's established procedures, and turned over to the MPD at the end

of the contract period. The parties will review filing procedures at the post award conference. MPD reserves the right to inspect all reports at any time.

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**C.25 QUALITY CONTROL**

**C.25.1** The contractor shall establish and maintain a complete Quality Control Plan (QCP) to assure the contractor is meeting contract requirements. The Quality Control Plan is to include financial and accounting controls. The contractor shall submit the QCP to MPD for approval within fifteen (15) days following contract award. Contractor shall include a draft quality control plan with the proposal, as part of the Management Plan (see Section L.3.3).

**C.25.2** As part of the Quality Control Plan, the contractor shall conduct daily inspections of all contractor work performed to ensure compliance with the contract requirements. The contractor shall document the results in a Security Post Inspection Report to be given to the COTR on the last workday of each month. The contractor shall also submit a weekly Corrective Action Report to the COTR outlining the steps and procedures taken to correct all issues identified in the Security Post Inspection Report. The contractor shall provide a draft of the Security Post Inspection Report and the Corrective Action Report to the MPD with its proposal as part of the Quality Control Plan (see Section L.3.3).

**C.26 COMMUNICATIONS**

Communications systems will be provided by DCPS and are different at each school. The contractor shall evaluate the current communications systems at each school, and submit recommendations for standardization and improvements to the COTR within fifteen (15) days following contract award. The contractor shall maintain and account for equipment provided in accordance with Sections C.12.1 of this solicitation.

**C.27 TECHNOLOGY AND LOGISTICAL SUPPORT**

The contractor shall offer recommendations for equipment, technical and logistic support to install state-of-the-art surveillance, detection and communication equipment. This equipment, when installed, shall provide the contractor with the ability to monitor activity in and around that facility, and enhance the opportunity to readily detect and prevent unauthorized individuals and activity, which may impact safety and welfare of the school system.

**C.28 ADMINISTRATIVE PROCEDURES, POLICIES, AND GUIDELINES**

The contractor shall develop, modify and implement administrative procedures, policies and guidelines. These procedures, to be approved by MPD, shall be suited to the uniqueness of the individual schools and administrative facilities, and shall complement the Superintendent's Directives, Policies and Guidelines relevant to school operations and security.

**C.29 TRANSITION PLAN IMPLEMENTATION**

Contractor shall prepare and deliver a Transition Plan that details its proposed operational steps to successfully transition between an incumbent and the new contractor. The contractor shall provide this plan three working days after notice of contract award. (See Section F "Deliverables.") The contractor, MPD and DCPS shall then discuss the implementation of the plan.

**C.29.1 Beginning of Contract Term**

Within three (3) days of notice of award, the contractor shall implement a transition plan that will accomplish the following functions, at no additional cost to MPD. The contractor shall implement the plan upon MPD's approval.

- a. The contractor shall provide a seamless continuity of services. The contractor shall coordinate with the incumbent contractor and ensure that transition does not disrupt day-to-day security operations.
- b. The contractor shall begin staffing posts with fully qualified, trained personnel within twenty-one (21) days of contract award.
- c. The contractor shall provide employees with an orientation detailing contractor benefits, applications, release forms and other pertinent matters relating to school security.
- d. The contractor shall conduct background checks as specified in Section C.6.1.1, "Minimum Personnel Requirements."
- e. The contractor shall verify that all employee licenses, training certifications, and physical examinations required in Section C or by the District are valid and current. All outstanding requirements shall be completed during the transition period. No contractor employee shall be permitted to assume duties until these requirements have been demonstrated in accordance with Section C.
- f. The contractor shall conduct drug screening, as specified in Section C.3.20 of this solicitation.
- g. The contractor shall obtain measurements for uniforms as required during the second week of transition.

- h. The contractor shall issue uniforms during the third week of transition.
  - i. The contractor shall recruit new security personnel to meet contract requirements, and schedule interviews with prospective employees accordingly.
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**C.29.2 End of Contract Term**

The contractor recognizes that the services provided under this contract are vital to the District of Columbia, and must be continued without interruption. Upon contract expiration or termination, a successor, either the District Government or another contractor, at the District's option, may continue to provide these services. To that end, the contractor agrees to:

- a. Ensure the transition does not disrupt day-to-day school security operations.
- b. Exercise its best efforts and fully cooperate to effect an orderly and efficient transition.
- c. In accordance with the Rights in Data clause (see Section I.6), the contractor shall transfer the data to the District or another contractor, at the District's option, in a format to be determined by the District.

SECTION D

PACKAGING AND MARKING

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This section is not applicable.

**SECTION E**

**INSPECTION AND ACCEPTANCE**

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- E.1** The inspection and acceptance requirements for the resultant contract will be governed by the Inspection of Services Clause in Section 7 of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated April, 2003, **Attachment J.3**. Sections E.2 and E.3 are in addition to the requirements of Section 7 of the standard contract provisions.
- E.2** The contractor is responsible for the day-to-day inspection and monitoring of all contractor work performed to ensure compliance with the contract requirements. The results of all inspections conducted by the contractor shall be documented in the Security Post Inspection Report (Ref. C.3.6) to be given to the COTR on the last workday of each month. MPD shall conduct random inspections to ensure contract compliance.
- E.3** The contractor shall submit a weekly Corrective Action Report (Ref. C.3.6) to the COTR outlining the steps and procedures taken to correct all issues identified in the Security Post Inspection Report.

**SECTION F**

**DELIVERIES OR PERFORMANCE**

**F.1 CONTRACT TYPE**

The District contemplates award of one (1) Indefinite Delivery Indefinite Quantity (IDIQ) contract based on fixed unit prices as set forth in Section B.

**F.2 TERM OF CONTRACT**

The term of the contract will be for a period of approximately thirty (30) months from date of award until June 30, 2007, as specified on page one (1) of contract.

**F.2.1 OPTION PERIOD**

**F.2.1** The District may extend the term of this contract by exercising up to two (2) one-year, option periods.

**F.2.1.2** The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

**F.2.2 OPTION TO EXTEND THE TERM OF THE CONTRACT**

**F.2.2.1** The District may extend the term of this contract for a period of two (2) one-year option periods, or multiple successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District shall give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the CO prior to expiration of the contract.

**F.2.2.2** If the District exercises this option, the extended contract shall be considered to include this option provision.

**F.2.2.3** The price for the option period shall be as specified in the contract.

**F.3 DELIVERABLES**

The Contractor shall submit to the COTR all deliverables set forth in the table below between the hours of 9:00 a.m. to 4:45 p.m., Monday through Friday, exclusive of District holidays in the time frame set forth in the table below. All reports shall include a certification that to the best of the contractor's

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knowledge and belief, the information contained in the reports is accurate, complete, and current as of the date submitted. Failure to provide a deliverable will constitute a default under the Default clause, and the District may proceed against the contractor pursuant to the procedures set forth in the Default clause.

Deliverable	Quantity	Relevant Section	Format	Due Date
Incident Report, Logs, Accident Reports, Equipment inventories, Security Surveys	One	C.2.10 C.2.12 C.17.5 C.24.2	One hard copy and one electronic copy	As directed by COTR
Dress Code and Grooming Standards	One	C.7.3	One hard copy	15 days following contract award.
Quality Control Plan (QCP), including Security Post Inspection Report and Corrective Action Report	One	C.25.1	One hard copy and one electronic copy	15 days following contract award.
Security Post Inspection Report	One	E.2	One hard copy and one electronic copy to COTR	Last work day of each month
Corrective Action Report	One	E.3	One hard copy and one electronic copy to COTR	Weekly following contract award
Transition Plan	One	C.29	One hard copy	Three (3) days after contract award
Proposed Uniform and Equipment Program	One	C.14.1	One hard copy	Three (3) days after contract award
Presentation of Actual Uniforms	One Time	H.7(7)	Presentation to the COTR	7 working days prior to contract start date
Uniform Issuance Policy	One	H.7(7)	One hard copy	15 days following contract award
Training Completion Roster/Hire Report	One	C.9.2	One hard copy and one electronic copy to COTR	Prior to assignment of new employees
Communications	One	C.26	One hard copy	15 days

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System Analysis				following contract award
Post Orders for each school and each shift	One	C.2.11	One hard copy and one electronic copy	30 Days after contract Award
Inventory of equipment	One	C.12.3	One hard copy	Within 30 days of contract award
Building Orientation Report	One	C.23.2	One hard copy and one electronic copy to COTR	After completion of the orientation for each building listed in Attachment J.1.
Schedule for Independent Audit of Personnel Files	Periodic	C.24.3	One hard copy	30 days after contract award and every six months thereafter
Commission/ Certification Report	One	H.7.(5)	One hard copy and one electronic copy to COTR	Monthly
Firearms Certification List	One	C.9.4	One hard copy and one electronic copy to COTR	Monthly
Firearms Permits and Licenses	One	H.7.(4)	One hard copy and one electronic copy to COTR	Upon request
Certificate of Insurance	One	I.10	One hard copy to the Contracting Officer	10 days after request from the District
First Source Agreement Contract Compliance Report	One	G.3	One hard copy to the Contracting Officer	No later than the 10 <sup>th</sup> of each month following contract award
Recommendations Regarding School Security Programs, Policies, and Procedures	Periodic	C.2.8	One hard copy to the COTR	Every 6 months during the contract period

**SECTION G**

**CONTRACT ADMINISTRATION DATA**

**G1 INVOICE PAYMENT**

- G1.1** The District will make payments to the Contractor, upon the submission of proper invoices or vouchers, at the prices stipulated in this contract, for services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G1.2** Should the District reduce payment of an invoice to the Contractor, the District will provide a written notice to the contractor of the reason for the adjustment. The contractor shall be required to sign notices of adjustment.
- G1.3** The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

**G2 INVOICE SUBMITTAL**

- G2.1** The Contractor shall submit proper invoices on a monthly basis. Invoices shall be prepared in duplicate and submitted to the Agency Chief Financial Officer (CFO) with concurrent copies to the COTR specified in Section G.7 below. The address of the CFO is:

Metropolitan Police Department  
Office of the Chief Financial Officer  
Accounts Payable  
300 Indiana Avenue, NW, Room 4106  
Washington, DC 20001  
Add Telephone Number

- G2.2** To constitute a proper invoice, the contractor shall submit the following information:
- G2.2.1** Contractor's name and invoice date (contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);
- G2.2.2** Contract number (block# 2 on Solicitation Cover Sheet) and encumbrance number (block# 21 on Solicitation Cover Sheet). Assignment of an invoice number by the contractor is also recommended.
- G2.2.3** Description, price, quantity and the date(s) that the services were actually performed.
- G2.2.4** Other supporting documentation or information, as required by the Contracting Officer.

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

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

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**G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above to be notified in the event of a defective invoice); and

**G.2.2.8** Authorized signature.

**G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

**G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement, final request for payment must be accompanied by the report or a waiver of compliance discussed in H.9.5. (**Attachment J.7**)

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

**G.4 ASSIGNMENTS**

**G.4.1** In accordance with 27 DCMR § 3250, unless otherwise prohibited by this contract, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution

**G.4.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

**G.4.3** Notwithstanding an assignment of money claims pursuant to authority contained in the contract, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

**G.5 CONTRACTING OFFICER (CO)**

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

William Sharp  
Contracting Officer  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street, N.W., Suite 700 South  
Washington, D.C. 20001  
Phone No. (202) 727-0252

**G.6 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

- G.6.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- G.6.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
- G.6.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

**G.7 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

- G.7.1** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract.
- G.7.2** It is understood and agreed that the COTR shall not have the authority to make changes in the specifications/scope of work or terms and conditions of the contract.
- G.7.3** Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer, may be denied compensation or other relief for any additional work performed that is not so authorized, and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

**SECTION H**

**SPECIAL CONTRACT REQUIREMENTS**

**H.1 DIVERSION, REASSIGNMENT, AND REPLACEMENT OF KEY PERSONNEL**

The key personnel specified in the contract at C.9.10 are considered to be essential to the work being performed hereunder. All key personnel (non-post positions) (Ref. C.9.10) are to be permanently filled by the contractor within thirty (30) days from the date of the vacancy (Ref. C.9.10). Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the COTR at least thirty (30) calendar days in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact upon the contract. Proposed substitutions of personnel shall be subject to review and approval of the COTR.

**H.2 DEPARTMENT OF LABOR WAGE DETERMINATION**

The Contractor shall be bound by the Wage Determination No. 1994-2103 (Revision 32, dated May 27, 2004) issued by the U.S. Department of Labor in accordance with the Service Contract Act of 1965, as amended (41 U.S.C. 358) and incorporated herein as **Attachment J.2** of this solicitation. Since this RFP will result in a multiyear contract with a thirty-month base period, the Contractor will be bound by the wage rates for the first year of the multiyear base period. However, if the Department of Labor issues within the first year of contract performance a new wage determination applicable to this contract, then the Contractor will be bound by this new wage determination during the second year of the multiyear base period (and the District must give Contractor an equitable adjustment if warranted). If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the exercise of the option.

**H.3 AUDITS, RECORDS, AND RECORD RETENTION**

**H.3.1** At any time or times before final payment and three (3) years thereafter, the CO may have the Contractor's invoices or vouchers and statements of cost audited. For cost reimbursement contracts, any payment may be reduced by amounts found by the CO not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the District Government and an overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.

**H.3.2** 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.

**H.3.3** 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 five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) 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.

**H.3.4** 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 CO.

**H.3.5** Persons duly authorized by the CO shall have full access to and the right to examine any of the Contractor's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

**H.3.6** The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

#### **H.4 PUBLICITY**

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

#### **H.5 CONFLICT OF INTEREST**

**H.5.1** No official or employee of the District of Columbia or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Official Code Section 2-310.01 (2001), and Chapter 18 of the DC Personnel Regulations).

**H.5.2** 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.

## H.6 GOVERNMENT RESPONSIBILITIES

The Government shall furnish the supplies, materials and equipment as set forth in Section C. (Ref. C.12.1; C.15; Attachment J.10)

## H.7 CONTRACTOR RESPONSIBILITIES

- H.7.1 Firearms and Ammunition**- The contractor shall only issue weapons and ammunition approved by the MPD, SOMB. On sites where firearms are authorized, one (1) firearm shall be furnished by the contractor to each armed SPO (versus an unarmed SPO) while on duty as required in Attachment J.1. Personal weapons shall not be used by contractor personnel. The contractor shall provide upkeep and maintenance of the weapons (cleaning solvents, lubricating oil, rods, brushes and patches, and other normal small weapons maintenance tools). Each armed guard shall be issued twelve (12) rounds of ammunition by the contractor. Six (6) rounds shall be used as a firearm load and six (6) rounds carried in a cartridge case by the armed guards.
- H.7.2** Firearms shall not be transferred by contractor personnel from officer to officer while on site. Firearms shall not be stored by the contractor on the site. Ammunition shall be inspected and cleaned daily by the contractor to ensure its safe and effective use. Supervisors shall be responsible for ensuring firearms are in optimum operating condition.
- H.7.3** The contractor shall maintain an updated firearms certification list. The list shall show the status of firearms qualification and certification for each guard authorized to be armed. The list shall also include the serial number, date issued, the name of the officer issued to, caliber, make and model. The contractor shall submit this list monthly to the COTR.
- H.7.4 Firearms Permits** - The contractor shall be responsible for obtaining and maintaining all necessary permits and for complying with all applicable Federal, State, and Municipal laws. Copies of the permits shall be maintained by the contractor in accordance with the records retention requirements detailed herein (Ref. C.24) and furnished to the COTR upon request.
- H.7.5 Commission/Certification Report** - The contractor shall provide a report of the current license status of each contract employee monthly. The report shall include the name, date of expiration and commission/guard license number. This list shall also include any personnel no longer working for the contractor during the reporting period.
- H.7.6 Contractor Employee Identification Cards**. - MPD, SOMB shall issue Guard Identification Cards and SPO Commissions, for each employee of the contractor. No contract employee shall work under this contract without the appropriate identification.

**H.7.7 Uniforms** - All uniforms shall comply with the standards used for SPOs and guards as stipulated by the MPD's SOMB. The proposed uniform program shall be submitted by the contractor to the COTR within three (3) working days following contract award. Actual uniforms shall be presented by the contractor seven (7) days prior to the start of contract performance. Fifteen (15) days after contract award, the contractor shall also provide the COTR with its Uniform Issuing Policy that will stipulate the number of uniforms issued per employee. The policy shall also include the contractor's process for replacing old, worn or unserviceable uniforms.

**H.8 LIQUIDATED DAMAGES**

Each time the contractor fails to provide the required productive man (duty) hours, to include an employee's failure to arrive in time to begin the tour of duty, supervisory hours, equipment and uniforms as specified in the solicitation, the Contracting Officer shall consider the post uncovered, for any or all of those failures, and the District shall deduct from monies due the contractor, \$45 per hour starting with the first minute that a post is not covered. **There is no grace period or other flexibility with regard to the requirement to promptly report for the tour of duty.** Given the importance of protecting the District's children, schools and property, arrival one minute late shall be considered sufficient to trigger the application of liquidated damages. The rate of \$45 per hour is based upon the maximum overtime rate for an MPD officer.

**H.8.1** The Contracting Officer will inform the contractor in writing of the type and dollar amount of proposed deductions on or before the 30<sup>th</sup> calendar day succeeding the end of the month for which the deductions are to be made.

**H.8.2** The contractor may, within ten (10) working days of receipt of the notification from the Contracting Officer of the proposed deduction, present to the Contracting Officer specific reasons why any or all of the proposed deductions are not warranted. Reasons must be fact specific in order to justify reconsideration and adjustment of the proposed amount to be deducted. **Failure to respond within the ten (10) day period shall be deemed acceptance of the proposed deduction.**

**H.8.3** Monthly payments (except for the final monthly payments) will not be delayed or withheld pending resolution of disputes regarding proposed deductions. If the Contracting Officer makes a determination that any or all of the proposed deductions are warranted, the Contracting Officer shall notify the contractor and subsequent payments under the contract shall be adjusted accordingly.

**H.9 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**

**H.9.1** The contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, sec. 2-219.01 *et seq.* ("First Source Act").

**H.9.2** The contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement; in which the contractor shall agree that:

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

**H.9.3** The contractor shall submit to DOES, no later than the 10<sup>th</sup> each month following execution of the contract, a First Source Agreement Contract Compliance Report ("contract compliance report") verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) number of employees needed;
- (2) number of current employees transferred;
- (3) number of new job openings created;
- (4) number of job openings listed with DOES;
- (5) total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
  - (a) name;
  - (b) social security number;
  - (c) job title;
  - (d) hire date;
  - (e) residence; and
  - (f) referral source for all new hires.

**H.9.4** If the contract amount is equal to or greater than \$100,000, the contractor agrees that 51% of the new employees hired for the contract shall be District residents.

**H.9.5** With the submission of the contractor's final request for payment from the District, the contractor shall:

- (1) document in a report to the CO its compliance with the section H.9.4 of this clause; or
- (2) submit a request to the CO for a waiver of compliance with section H.9.4 and include the following documentation:
  - (a) material supporting a good faith effort to comply;
  - (b) referrals provided by DOES and other referral sources;

- (c) advertisement of job openings listed with DOES and other referral sources; and
- (d) any documentation supporting the waiver request pursuant to section H.9.6.

**H.9.6** The CO may waive the provisions of section H.9.4 if the CO finds that:

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

**H.9.7** Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.9.5 and H.9.6, the CO shall determine whether the contractor is in compliance with section H.9.4 or whether a waiver of compliance pursuant to section H.9.6 is justified. If the CO determines that the contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two (2) business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

**H.9.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.9.5, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The contractor shall make payment to DOES. The contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the CO pursuant to this section H.9.8.

**H.9.9** The provisions of sections H.9.4 through H.9.8 do not apply to nonprofit organizations.

**H.10** **ADDITIONAL LOCATIONS**

**H.10.1** The District Government reserves the right to add new locations (or delete locations) to any group of CLINS as the requirements change under the contract. The request for additional security coverage shall be provided in writing with at least twenty-four (24) hours notice to the contractor. The contractor shall provide the appropriate security personnel within twenty-four (24) hours unless otherwise directed by MPD. This coverage shall be billable at the contract rate as specified in section B: Services and Price.

**H.10.2** The CO will add new or delete current locations based on what is in the best interest of the District, based on the District's requirements.

**SECTION I**

**CONTRACT CLAUSES**

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**I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated April 2003 (Attachment J.3) will be applicable to the contract(s) resulting from this solicitation.

**I.2 CONTRACTS THAT CROSS FISCAL YEARS**

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

**I.3 CONFIDENTIALITY OF INFORMATION**

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

**I.4 TIME**

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

**I.5 RESTRICTION ON DISCLOSURE AND USE OF DATA**

Offerors who include in their proposal data that they do not want disclosed to the public or used by the District Government except for use in the procurement process shall:

**1.5.1 Mark the title page with the following legend:**

"This proposal includes data that shall not be disclosed outside the District Government and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

**1.5.2 If however, a contract is awarded to this Offeror as a result of or in connection with the submission of this data, the District Government shall have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this data**

if it is obtained from another source. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets)."

**I.5.3** Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

**I.6** RIGHTS IN DATA

**I.6.1** "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

**I.6.2** The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

**I.6.3** The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

**I.6.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

**I.6.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by

Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.

**I.6.6** The District shall have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

**I.6.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

**I.6.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

**I.6.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and

**I.6.6.4** Modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

**I.6.7** The restricted rights set forth in section I.6.6 are of no effect unless

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

**RESTRICTED RIGHTS LEGEND**

Use, duplication, or disclosure is subject to restrictions stated in Contract No. \_\_\_\_\_

With \_\_\_\_\_ (Contractor's Name) and

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

**I.6.8.** In addition to the rights granted in Section I.6.9 below, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.6.9 below, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

**I.6.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use Section I.6 in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontract data or computer software which is required for the District.

**I.6.10** For all computer software furnished to the District with the rights specified in Section I.6.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.6.5. For all computer software furnished to the District with the restricted rights specified in Section I.6.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by the court if competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

**I.6.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any

data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

- I.6.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

**I.7 OTHER CONTRACTORS**

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

**I.8 SUBCONTRACTS**

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior, written consent of the CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District shall have the right to review and approve prior to its execution to the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontractor approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

**I.9 CONTINUITY OF SERVICES**

**I.9.1** The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District Government or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor shall meet the transition requirements set forth herein, including:

**I.9.1.1** Furnish phase-out, phase-in (transition) information; and

**I.9.1.2** Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

**I.10 INDEMNIFICATION**

In addition to the obligations under the indemnification clause in the "Standard Contract Provisions," the Contractor shall indemnify and hold harmless the Government of the District of Columbia, the Metropolitan

Police Department (MPD) and District of Columbia Public Schools (DCPS) and all its officers, agents and employees acting within the scope of their official duties against any and all assessments, fines or monetary penalties that may be imposed on the District of Columbia by order or judgment of any court of competent jurisdiction, or required pursuant to the terms of a consent order or consent decree or consent agreement, as a consequence or result of any act, omission or default or product and completed operation of the Contractor, its employees, agents or subcontractors in the performance of, or in connection with, any work required or performed under this contract.

**I.11 INSURANCE**

**I.11.1** All insurance provided by the contractor, as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance and Securities Regulation with a certificate of insurance to be delivered to the District's Contracting Officer within ten (10) days of contract award. The policies of insurance shall provide for at least thirty (30) days written notice to the District prior to their termination or material alteration.

**I.11.1 Workers' Compensation**

The contractor shall carry workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this agreement. The Contractor agrees to comply at all times with the provisions of the worker's compensation laws of the District of Columbia.

**I.11.2 Employer's Liability**

The contractor shall carry employer's liability of at least one million dollars (\$1,000,000.00).

**I.11.3 Automobile Liability**

Not less than one million dollars (\$1,000,000) in Business Automobile Liability for all owned, non-owned and hired vehicles used in connection with the performance of the contract.

**I.11.4 Crime**

Not less than one million dollars (\$1,000,000.00) Crime Insurance or equivalent covering all persons providing services, against loss by dishonesty, robbery, burglary, theft, destruction or disappearance and other related crime risk.

**I.11.5 Property**

Full Replacement Cost for all District government property under the care, custody and control of the contractor. Items to be covered shall be agreed upon between the contractor and the District government based on actual inventory.

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**I.12 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85, dated June 10, 1985; the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as **Attachment J.4**. An award cannot be made to any Offeror who has not satisfied the equal employment requirements as set forth by the Office of Local Business Development.

**I.13 ORDER OF PRECEDENCE**

The order of precedence will be determined at the time of the contract award in the proposed following order: 1. Request for Proposals No. POFA - 2004-R-0005 dated September 7, 2004; 2. Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated April 2003; 3. Contractor's Best and Final Offer (BAFO); 4. Contractor's Technical and Price Proposals dated To Be Determined, in response to Request for Proposals No. POFA-2004-R-0005 dated, September 7, 2004.

**SECTION J**

**LIST OF ATTACHMENTS**

The list of attachments is made up of documents necessary to affect the contract award. Attachments J.1, J.2, J.3, J.8, J.10, J.11, J.13, and J.14 will be incorporated into the contract and added to the order of precedence clause prior to the award.

<b>Attachment</b>	<b>Title</b>	<b>No. of Pages</b>
<b>J.1</b>	<b>List of Locations</b>	<b>Four (4) Pages</b>
<b>J.2</b>	<b>Wage Determination No. 1994-2103 Revision No. 32, dated May 27, 2004</b>	<b>Nine (9) Pages</b>
<b>J.3</b>	<b>Government of the District of Columbia Standard Contract Provisions for Use with the Supply and Service Contract, dated April 2003</b>	<b>Twenty-eight (28) Pages</b>
<b>J.4</b>	<b>E.E.O. Information and Mayor's Order 85-85</b>	<b>Twenty-One (21) Pages</b>
<b>J.5</b>	<b>Tax Certification Affidavit</b>	<b>One (1) Page</b>
<b>J.6</b>	<b>Local, Small, and Disadvantaged Business Enterprise Program Certification Package</b>	<b>Twenty-Two (22) Pages</b>
<b>J.7</b>	<b>First Source Employment Agreement</b>	<b>Eight (8) Pages</b>
<b>J.8</b>	<b>Cost/Price Disclosure Certification</b>	<b>Thirteen (13) Pages</b>
<b>J.9</b>	<b>Summary Evaluation of Contractor/Provider Past Performance</b>	<b>Six (6) Pages</b>
<b>J.10</b>	<b>List of current Space &amp; Equipment</b>	<b>One (1) page</b>
<b>J.11</b>	<b>List of DCPS Holiday Schedule</b>	<b>One (1) page</b>
<b>J.12</b>	<b>5.D.C.M.R Chapter 24 Student Rights and Responsibilities</b>	<b>Eighteen (18) Pages</b>
<b>J.13</b>	<b>List of Drugs for Testing</b>	<b>Thirteen (13) Pages</b>
<b>J.14</b>	<b>Child Safety Act</b>	<b>Eighteen (18) Pages</b>

**SECTION K**

**REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

**K.1 TAX CERTIFICATION**

Each Offeror must submit with its offer, a sworn Tax Certification Affidavit incorporated herein as **Attachment J. 5.**

**K.2 AUTHORIZED NEGOTIATORS**

The Offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

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**K.3 TYPE OF BUSINESS ORGANIZATION**

**K.3.1** The Offeror, by checking the applicable box, represents that

(a) It operates as:

a corporation incorporated under the laws of the State of \_\_\_\_\_

an individual,

a partnership

a nonprofit organization, or

a joint venture; or

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

an individual

a joint venture, or

a corporation registered for business in \_\_\_\_\_

(Country)

#### K.4 EMPLOYMENT AGREEMENT

For all offers over \$100,000, except for those in which the Offeror is located outside the Washington Metropolitan Area and will perform no work in the Washington Metropolitan Area, the following certification is required (see Clause 28 of the Standard Contract Provisions). The Offeror recognizes that one of the primary goals of the District government is the creation of job opportunities for bona fide District residents. Accordingly, the Offeror agrees to pursue the District's following goals for utilization of bona fide residents of the District of Columbia with respect to this contract and in compliance with Mayor's Order 83-265: (1) at least 51% of all jobs created as a result of this contract are to be performed by employees who are residents of the District of Columbia and (2) at least 51% of apprentices and trainees shall be residents of the District of Columbia registered in programs approved by the D.C. Apprenticeship Council. The Offeror also agrees to notify all prospective subcontractors, prior to execution of any contractual agreements, that the subcontractors are expected to implement Mayor's Order 83-265 in their own employment practices. The Offeror understands and will comply with the requirements of The Volunteer Apprenticeship Act of 1978, D.C. Code Official sec. 32-1401 et seq., and the First Source Employment Agreement Act of 1984, D.C. Official Code sec. 2-219.01 et seq.

The Offeror certifies that it intends to enter into a First Source Employment Agreement with the District of Columbia Department of Employment Services (DOES). Under this First Source Employment Agreement, the Offeror will use DOES as the first source for recruitment and referral of any new employees. The Offeror shall negotiate the First Source Employment Agreement directly with DOES. Nothing in this certification or the First Source Employment Agreement shall be construed as requiring the Offeror to hire or train persons it does not consider qualified based on standards the Offeror applies to all job applicants.

Name \_\_\_\_\_ Title \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

#### K.5 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

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

the Offeror for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

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

#### K.6 WALSH-HEALEY ACT

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

- (a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). (41 U.S.C. 40) Learners, student learners, apprentices, and physically impaired workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (29 U.S.C. 214).

**K.7 BUY AMERICAN CERTIFICATION**

The Offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Clause 29 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

**K.8 OFFICERS NOT TO BENEFIT CERTIFICATION**

Each Offeror shall check one of the following:

\_\_\_\_\_ No person listed in Clause 17 of the Standard Contract Provisions will benefit from this contract.

\_\_\_\_\_ The following person(s) listed in Clause 17 may benefit from this contract. For each person listed, attach the affidavit required by Clause 17 of the Standard Contract Provisions.

**K.9 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

(a) Each signature of the Offeror is considered to be a certification by the signatory in accordance with D.C. Official Code 2-303.16 that:

- 1) The prices in this Contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Offeror or competitor relating to:
  - (i) those prices,
  - (ii) the intention to submit a Contract, or
  - (iii) the methods or factors used to calculate the prices in the Contract;
- 2) The prices in this Contract have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before Contract opening unless otherwise required by law; and

- 3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit a Contract for the purpose of restricting competition.

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(b) Each signature on the offer is considered to be a certification by the signatory that the signatory;

- 1) Is the person in the 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 (a)(1) through (a)(3) above; or
- 2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

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(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 Offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(I) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

SECTION L

**INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

**L.1 CONTRACT AWARD**

**L.1.1 Most Advantageous to the District**

The District may award, but is not obligated to award, one or more contracts resulting from this solicitation, to the responsible offeror(s) whose offer conforming to the solicitation, will be most advantageous to the District, cost or price, technical and other factors considered.

**L.1.2 Initial Offers**

The District may award on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint of cost or price, technical and other factors.

**L.1.3 Acceptance or Rejection**

The District reserves the right to accept/reject any/all offers resulting from this solicitation. The CO may reject all proposals, or waive any minor informality or irregularity in proposals received whenever it is determined that such action is in the best interest of the District.

**L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT**

Offerors shall submit a signed original and nine (9) copies of the written proposals in two parts, titled "Technical Proposal" and "Price Proposal". The proposals shall be typewritten in 12-point font size on 8.5" by 11" bond paper. Telephonic and telegraphic proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "**Proposal in Response to Solicitation No. POFA-2004-R-0005 – "D.C. PUBLIC SCHOOLS SECURITY AND RELATED SERVICES"**".

Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, **EVALUATION FACTORS FOR AWARD**. The offeror shall respond to each factor in a way that will allow the District to evaluate the offeror's response. The offeror shall submit information in a clear, concise, factual and logical manner, providing a comprehensive description of program services and service delivery. The information requested below for the technical proposal shall permit evaluation and best value source selection for all proposals. The technical proposal must contain

sufficient detail to provide a clear and concise representation of the offeror's ability to meet the requirements in the statement of work.

Proposals shall include a table of contents with a detailed listing of information presented in the contractor's proposal and each page shall be numbered.

### **L.3 TECHNICAL PROPOSAL**

This section shall contain an introduction outlining the offeror's overall technical approach to fulfill the requirements of the contract. This statement should refer to the work to be performed as set forth in Section C, Statement of Work, and describe how the work will be accomplished in sufficient detail to permit the District to evaluate it in accordance with Section M, Evaluation Factors.

Your response to the District's RFP should demonstrate how your company can assist the District in meeting these objectives with an emphasis on providing professional school security services, using the most efficient staffing of personnel.

#### **L.3.1 Section 1 – Management Plan and Operational Plan:**

**L.3.2** Offerors shall submit an operational plan that will detail its understanding of the requirements and its approach to the daily oversight and provision of school security services (see C.2.9). The operational plan will include the recommendations with regards to school security programs, policies, and procedures that will enhance the school security program and efficiency of its operations (see C.2.8), the offeror's standard written security orders (see C.10.1) and samples of post-orders (see C.2.12), incident reports, logs, accident reports, investigative reports, equipment inventory reports, security surveys, and similar reports used in the provision of security services (see C.17.5 and C.24.4).

**L.3.3** The Offeror shall submit a management plan (see C.2.10) detailing its organizational structure and quality assurance plan (see C.25 and E.4), including financial and accounting controls and the Security Post Inspection Report and Corrective Action Report, to ensure contract requirements are being met by the Contractor. This section shall contain all pertinent information relating to the Offeror's organization, including resumes of key personnel to be assigned and the percentage of time that each will devote to the contract.

**L.3.4** This section shall also include the following information:

- (a) Location of Offeror's headquarters;

- (b) A chart of the Offeror's internal organization which shows the number of full-time personnel and their level of responsibility within that organization; and
- (c) The name of the person who manages the firm and makes firm policy.

**L.3.5 Section 2 – Quality and Retention of Personnel:**

- L.3.6** Offerors shall detail the quality of the training received by the security personnel, in the form of the lesson plans for basic training (see C.9.1), the instructor qualifications (see C.9.9), and other relevant documentation.
- L.3.7** Offerors shall detail information related to standards for employees, including the dress code and grooming standards (see C.7.3) and other relevant policies.
- L.3.8** Offerors shall detail information related to the company's ability to retain employees, including personnel and benefit policies (see C.7.4), and other relevant information.

**L.3.9 Section 3 – Experience and Past Performance:**

- L.3.10** Offerors shall detail its experience with providing security services and/or school security services as required in the RFP including abstracts of experience that would substantiate their qualifications and capabilities to perform the services required by the scope of work.
- L.3.11** Offerors shall submit at least three (3) references from current or prior customers, using the Past Performance Evaluation Form, **Attachment J.9**. Offerors shall assure that current and past performance customers listed in the proposal complete and sign the Performance Evaluation Form and return them with the proposal. The District reserves the right to contact current customers of the Offeror, or past customers from the last three (3) years NOT provided as a reference, and the information received may be used in the evaluation of past performance. In addition, offerors shall provide the following information for each reference submitted: name and location of the project, brief description of the project, contract number, original and final contract value, start and completion date and email, fax and telephone number of the person providing the reference.

**L.3.12 Section 4 – Attachments:** The Offeror shall complete and provide in this section, the following documents and pertinent information:

- A. Solicitation, Offer and Award form;
- B. Attachments J.4, J.5, J.7, J.8 and J.9 of this solicitation;

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- C. Representations and certifications and other statements of the Offeror in Section K shall be completed and signed;
- D. Legal status of Offeror as specified in Section L.16;
- E. Current audited financial statements, including notes which disclose the Offeror's financial condition;
- F. Other pertinent information (as set forth in table below):

**L.3.13 Proposal Submission Requirements:**

Deliverable	Quantity	Relevant Section	Format	Due Date
Operational Plan	One	C.2.9	One hard copy and one electronic copy	With Proposal
Management Plan to include administrative procedures, policies and guidelines	One	L.3	One hard copy	With Proposal
Personnel and Benefits Policies	One	C.7.4	One hard copy and one electronic copy	With Proposal
Incident Report, Logs, Accident Reports, Equipment inventories, Security Surveys	One	C.17.5 C.24.4	One hard copy and one electronic copy	With Proposal
Recommendations on school security programs, policies and procedures	One	C.2.8	One hard copy	With Proposal
Contractor's Standard Security Orders	One	C10.0	One hard copy	With Proposal
Lesson Plans for Basic Training	One	C.9.1	One hard copy	With Proposal
Plan for 40-hour Supplemental Training	One	C.9.1	One hard copy	With Proposal
Instructor Qualifications	One	C.9.9	One copy	With Proposal
Dress Code and Grooming Standards	One	C.7.3	One hard copy	Draft with proposal
Quality Control Plan (QCP), including Security Post Inspection Report	One	C.25.2	One hard copy and one electronic copy	Draft with proposal

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and Corrective Action Report				
Security Post Inspection Report	One	E.2	One hard copy and one electronic copy to COTR	Draft with proposal (QCP)
Corrective Action Report	One	E.3	One hard copy and one electronic copy to COTR	Draft with proposal (QCP)

**L.4 Section 4 – Price Proposal**

The information requested in this section shall facilitate evaluation of the offeror's price proposal in response to Sections B and C. The offeror's price proposal will be evaluated separately from the Technical Proposal. Offerors shall submit cost and pricing data on the attached Cost/Price Disclosure Certification Form, Attachment J.8, or the company's own cost and pricing data form and a certification that, to the best of the offerors knowledge and belief, the cost or pricing data submitted was accurate, complete and current as of the date submitted with the proposal.

**L.5 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS**

**L.5.1 Proposal Submission Time**

Proposals must be submitted no later than 2:00 p.m. local time on the date shown in block 9 on page 1. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

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

**L.5.2 Withdrawal or Modification of Proposals**

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date for receipt of proposals.

**L.5.3 Postmarks**

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

**L.5.4 Late Submissions**

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

**L.5.5 Late Modifications**

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

**L.5.6 Late Proposals**

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

**L.6 HAND DELIVERY OR MAILING OF PROPOSALS**

**DELIVER OR MAIL TO:**

Office of Contracting and Procurement  
Bid Room  
441 4<sup>th</sup> Street, NW  
Suite 703 South  
Washington, D. C. 20001

**L.7 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the Contact Person, identified on page one. The prospective offeror shall submit questions no later than fifteen (15) calendar days prior to the closing date and time indicated for this solicitation. The District will furnish responses promptly to all prospective offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

**L.8 FAILURE TO SUBMIT OFFERS**

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Agency Chief CO, Office of Contracting and Procurement, Public Administration Service Bureau, 441 4<sup>th</sup> Street N.W. Suite 700 South, Washington, D.C. 20001, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the CO, OCP, of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the CO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

**L.9 PROPOSAL PROTESTS**

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

**L.10 SIGNING OF OFFERS**

The Contractor shall sign the offer and print or type its name on the **Solicitation, Offer and Award** form of this solicitation. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the CO.

**L.11 UNNECESSARILY ELABORATE PROPOSALS**

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are ~~not desired and may be construed as an indication of the Offeror's lack of cost consciousness.~~ Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

**L.12 RETENTION OF PROPOSALS**

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the Offerors.

**L.13 PROPOSAL COSTS**

The District is not liable for any costs incurred by the Offerors in submitting proposals in response to this solicitation.

**L.14 ACKNOWLEDGMENT OF AMENDMENTS**

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

**L.15 ACCEPTANCE PERIOD**

The offeror agrees that if its offer is accepted within 90 days from the date specified in the solicitation for the submission of proposals or if its last best and final offer is accepted within 90 days from the date specified for submission thereof, to furnish services at the price stated in the proposal, delivered or performed, at the designated place within the time specified in the period of performance of the contract.

**L.16 BEST AND FINAL OFFERS**

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers will be subject to Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the CO determines that it is clearly in the Government's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the best and final

offers received. If discussions are reopened, the CO shall issue an additional request for best and final offers to all Offerors still within the competitive range.

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## **L.17 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

- L.17.1** Name, Address, Telephone Number, Federal tax identification number and DUNS Number of Offeror;
- L.17.2** District of Columbia license, registration or certification, if required by law to obtain such license, registration or certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and
- L.17.3** If the Offeror is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements.
- L.17.4** The District reserves the right to request additional information regarding the Offeror's organizational status.

## **L.18 STANDARDS OF RESPONSIBILITY**

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

- L.18.1** Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.18.2** Furnish evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.18.3** Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.18.4** Furnish evidence of compliance with the applicable District licensing, tax laws and regulations.
- L.18.5** Furnish evidence of a satisfactory performance record, record of integrity and business ethics.

- L.18.6** Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.18.7** If the prospective Contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective Contractor to be non-responsible.

**L.19** **KEY PERSONNEL**

- L.19.1** The District considers the following positions to be key personnel for this contract: Project Managers, Assistant Project Managers, and Cluster Supervisors.
- L.19.2** The offeror shall set forth in its proposal, the names and reporting relationships of the key personnel the offeror will use to perform the work under the proposed contract. Their resumes shall be included in the proposal.
- L.19.3** All key personnel (non-post positions) are to be permanently filled within thirty (30) days from the date of the vacancy.

**L.20** **PRE-PROPOSAL CONFERENCE**

- L.20.1** A pre-proposal conference will be held at 9:00 a.m. on September 14, 2004, at 300 Indiana Ave, NW, 2<sup>nd</sup> Floor Lobby, Room 2066, Washington, DC 20001. Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the SOLICITATION document as well as to clarify the contents of the SOLICITATION.
- L.20.2** Attending offerors must complete the Pre-Proposal Conference Attendance Roster at the conference so that offeror attendance can be properly recorded.
- L.20.3** Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the Department's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five (5) working days after the pre-proposal conference in order to generate an official answer. Official answers will be provided in writing to all prospective offerors who are listed on the official bidder's list as having received a copy of the solicitation.

**L.21** **FAMILIARIZATION WITH CONDITIONS**

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

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**SECTION M**

**EVALUATION FACTORS FOR AWARD**

**M.1 EVALUATION FOR AWARD**

**M.1.1** One contract will be awarded to the responsible offeror whose offer is most advantageous to the District, price and other factors considered, and based upon the evaluation criteria specified below.

Upon receipt of proposals, an evaluation team composed of representatives of MPD and such other persons as the CO may designate will evaluate the proposals. Every member will evaluate the proposals based on the evaluation criteria and assign a numerical rating. The CO shall make a substantive independent evaluation of the proposals and shall review the ratings assigned by the evaluation team. The CO shall make a selection decision based on the CO's independent judgment of the relative merits of the competing proposals.

**M.2 TECHNICAL RATING**

The Technical Rating Scale is as follows:

<b><u>Numeric Rating</u></b>	<b><u>Adjective</u></b>	<b><u>Description</u></b>
<b>0</b>	<b>Unacceptable</b>	Fails to meet minimum requirements, e.g., no demonstrated capacity; major deficiencies which are not correctable; offeror did not address the factor.
<b>1</b>	<b>Poor</b>	Marginally meets minimum requirements; major deficiencies which may be correctable.
<b>2</b>	<b>Minimally Acceptable</b>	Marginally meets minimum requirements; minor deficiencies which may be correctable.
<b>3</b>	<b>Acceptable</b>	Meets requirements; no deficiencies.
<b>4</b>	<b>Good</b>	Meets requirements and exceeds some requirements; no deficiencies.
<b>5</b>	<b>Excellent</b>	Exceeds most, if not all requirements; no deficiencies.

For example, if a subfactor has a point evaluation of 0 to 6 points, and (using the Technical Rating Scale) the District evaluates as "good" the part of the proposal applicable to the subfactor, the score for the subfactor is 4.8 (4/5 of 6). The subfactor scores will be added together to determine the score for the factor level.

**M.3 EVALUATION OF OPTIONS**

The Offeror shall include option year prices and optional items prices in its price proposal. An offer may be determined to be unacceptable if it fails to include option pricing. The District will evaluate offers by evaluating the total price for all options as well as the base period. Based on this evaluation, the District will award one (1) IDIQ contract. Evaluation of options shall not obligate the District to exercise them. The District's total requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

**M.4 PROPOSAL EVALUATION**

**M.4.1** The technical evaluation factors set forth below have been developed and tailored to the requirements of this solicitation. These factors will serve to establish the evaluation factors and significant sub-factors which the Offeror should address in its technical proposal and will serve as the standard against which all proposals are evaluated.

**M.4.2** The Offeror's technical and price proposals will be evaluated separately, based on the factors outlined below.

**M.5 EVALUATION FACTORS**

The technical evaluation factors are outlined below in descending order of importance. Selection of an offeror for contract award will be based on an evaluation of proposals against the following factors:

**M.5.1 TECHNICAL FACTORS 0-75 POINTS**

**M.5.2 MANAGEMENT CAPABILITY 0-30 POINTS**

Offerors shall submit a management plan and operational plan that will detail its understanding of the requirements and its approach to successfully provide services to satisfy the District's requirements. See Paragraph L.3.3.

**M.5.3 QUALITY AND RETENTION OF PERSONNEL 0-25 POINTS ✓**

Offeror's shall detail its ability to provide and retain trained and qualified personnel as specified in the RFP. See Paragraph L.3.5.

**M.5.4 EXPERIENCE AND PAST PERFORMANCE 0-20 POINTS**

Offeror's shall detail its experience with providing security services as required in the RFP. See Paragraph L.3.9.

**M.5.5 PRICE FACTOR**

**0-25 POINTS**

The price evaluation will be objective. The offeror with the lowest price for the base plus option years will receive the maximum points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times 25 = \text{Evaluated price score}$$

**M.5.6 TOTAL TECHNICAL AND PRICE POINTS**

**100 POINTS**

Technical Score	75 Points
Price Score	25 Points
LSDBE Allowances (Up to 12 Points)	
Local Business Enterprise	4 Points
Disadvantaged Business Enterprise	3 Points
Resident Business Ownership	3 Points
Designated Enterprise Zone Business Enterprise	2 Points
<b>MAXIMUM TOTAL TECHNICAL, PRICE AND LSDBE FACTORS</b>	
	<b>112 Points</b>

**M.6 DESIGNATION OF SOLICITATION FOR THE SMALL BUSINESS SET ASIDE MARKET ONLY**

This Request for Proposals is designated for certified small business enterprise (SBE) bidders only under the provisions of "The Equal Opportunity for Local, Small and Disadvantaged Business Enterprises of 1998, D.C. Law 12-268 ("the Act") and "The Equal Opportunity for Local, Small and Disadvantaged Businesses Opportunity Amendment Act of 2000 ("the Amendment"), D.C. Law 13-169.

An SBE must be certified as small in the procurement category of **General Services – Guard and Security Services** in order to be eligible to submit a bid in response to this solicitation.

**M.7 SUBCONTRACTING BY CERTIFIED SMALL BUSINESS ENTERPRISES**

- a. When a prime contractor is certified by the Office of Local Business Development (OLBD) as a small business, the prime contractor shall perform at least fifty (50%) percent of the contracting effort, excluding the cost of materials, goods and supplies, with its own organization and resources, and if it subcontracts, fifty percent (50%) of the subcontracting effort, excluding the cost of materials, goods and supplies

shall be with certified local, small, and disadvantaged business enterprises and resident business ownerships unless a waiver is granted by the CO, with the prior approval and consent of the Director of the OLBD, under the provisions of 27 DCMR 805, 39 DCR 9050-9060 (December 4, 1992).

- b. By submitting a signed bid, the prime contractor certifies that it will comply with the requirements of paragraph (a) of this clause.

## **M.8 VENDOR SUBMISSION OF CERTIFICATION**

**M.8.1** Any vendor seeking to submit a bid or proposal as a small business enterprise (SBE) in response to this solicitation must submit one of the following at the time of, as part of its bid or proposal:

- a. A copy of the SBE letter of certification from the Local Business Opportunity Commission (OLBD); or
- b. A copy of the sworn notarized Self-Certification Form prescribed by the OLBD along with an acknowledgement letter issued by the Director of the OLBD.

**M.8.2** Bids or proposals from vendors that are not certified as small business enterprises through one of the means described in subparagraphs (a) or (b) of this clause will not be considered. Bidders must submit the required evidence of certification or self-certification at the time of submission of bids or proposals.

**Attachment J.6** contains the OLBD Certification Application.

**M.8.3** In order to be eligible to submit a bid or proposal, or to receive any preferences under this solicitation, any vendor seeking self-certification must complete and submit the application to:

Office of Local Business Development  
ATTN: LSDBE Certification Program  
441 Fourth Street, N.W., Suite 970N  
Washington, DC 20001

**M.8.4** All vendors are encouraged to contact the Local, Small and Disadvantaged Business Enterprises Certification Program (LSMDBE) at (202) 727-3900 if additional information is required on certification procedures and requirements.

## **M.9 PENALTIES FOR MISREPRESENTATION**

Any material misrepresentation on the sworn notarized self-certification form could result in termination of the contract, the contractor's liability for civil

and criminal action in accordance with the Act, and other District laws, including debarment.

**M.10 PREFERENCES IN THE SBE SET-ASIDE MARKET (FOR EVALUATION PURPOSES ONLY)**

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**M.10.1** For evaluation purposes only, a certified small business enterprise (SBE) that is also certified by the OLBD as a local business enterprise (LBE) will receive a four percent (4%) reduction in the bid price for a bid submitted in response to an Invitation for Bids (IFB) or the addition of four points on a 100-point scale added to the overall score for proposals submitted in response to a Request for Proposals (RFP).

**M.10.2** A certified small business that is also certified by the OLBD as a disadvantaged business enterprise (DBE) will receive a three percent (3%) reduction in the bid price for a bid submitted in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted in response to a RFP.

**M.10.3** A certified small business that is also certified by the OLBD as a resident business ownership (RBO), as defined in Section 2(a)(8A) of the Amendment, will receive three percent (3%) reduction in the bid price for a bid submitted in response to an IFB or the addition of three points on a 100-scale added to the overall score for proposals submitted in response to a RFP.

**M.10.4** A certified small business that is also certified by the OLBD as an enterprise zone, as defined in Section 2(5) of the Act and in 27 DCMR 899, 39 DCR 9087-9088 (December 4, 1992), will receive two percent (2%) reduction in the bid price for a bid submitted in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by such business enterprise in response to an RFP.

**M.10.5** The maximum total preference under the SBE Set-Aside Program is twelve percent (12%) reduction in bid price for bids submitted in response to an IFB or the addition of 12 points on a 100-point scale added to the overall score for proposals submitted in response to an RFP. The District shall award the preference points based only on whether the SBE prime contractor is also a LBE, DBE, RBO or business located in an enterprise zone. There shall be no points awarded for subcontracting by the SBE prime contractor to a LBE, DBE, RBO or business located in an enterprise zone.

**M.10.6** If the prime contractor is a certified SBE joint venture that is also certified as a LBE, DBE or RBO joint venture, or if the prime contractor is a certified SBE joint venture that includes a business located in an enterprise zone and such business owns and controls at least fifty-one (51%) of the joint venture, the prime contractor will receive the preference as if it were a LBE, DBE, RBO or business located in an enterprise zone. There shall be no points

awarded for any other joint venture participation by LBEs, DBEs, RBOs or businesses located in an enterprise zone.

**M.11 SBE JOINT VENTURES**

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**M.11.1** A joint venture between a small business enterprise (as defined under Section (6) of the Act and implementing regulations) and another entity shall be eligible to submit a bid or proposal in response to this SBE set-aside solicitation if the joint venture is certified by the OLBD under the provisions of 27 DCMR 817, 39 DCR 9072-9075 (December 4, 1992) or is self-certified under 27 DCMR 818, 39 DCR 9075-9076 (December 4, 1992).

**M.11.2** The OLBD shall certify a joint venture when a SBE affiliates itself with another entity to form a joint venture for a SBE set-aside solicitation if:

- (a) The non-SBE partner demonstrates to the OLBD that its size does not exceed the size limitations set forth in the Act; or
- (b) The OLBD determines that the certification of the joint venture with an entity exceeding the size limitation of the Act would not be detrimental to the SBE set-aside program.

J.1

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**LIST OF SECURITY SITES AND TIMES OF REQUIRED SERVICES**

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Attachment J-1: Security Sites and Times of Required Services.

School	Contract 1 of 2	GENERAL INFORMATION										HOURS							SECURITY FEATURES					STAFFING			
		School Address	Zip Code	Swing Location	PSA	Type	Enrollment	DPS Sector	MPD Risk Factor	Regular School Hours	Regular School Shifts	Special Activity Hours (estimated)	Regular Weeks	Summer School Hours	Summer School Shifts	Summer School Days	Meal Detector	Video	Alarm System	CCTV	X-RAY	Emergency Lighting	Exits	Security Officer (SO) / Special Police Officer (SPO)	Supervisor (SPO)	Total Security Officers	
<b>EDUCATION CENTERS</b>																											
Fletcher-Johnson	1	4650 BENNING RD SE	3009		ES	470	6	4	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	1			FOCUS 200	28	YES		57	2	1	3		
Harris Parkside R, EC	1	4600 DAVENPORT RD SE	3009		ES	455	7	4	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2			FOCUS PANEL	26	YES		76	3	1	4		
Merrill	1	3100 FORT LINCOLN DR NE	3004		ES	327	4	4	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2			INFOG GRA 132+	14		YES		2	2	2		
Merrill	1	2002 HAYES ST NE	3001		ES	487	2	2	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2			FOCUS PANEL	18		YES		2	2	2		
Talman	1	7000 PINE BRANCH RD NW	3009		EC	428	6	2	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2			FOCUS PANEL	14				2	2	2		
Wendover, EC/C	1	1100 ERIE ST SE	3001		EC	538	6	2	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2			FOCUS 200	16				2	2	2		
<b>ELEMENTARY SCHOOLS</b>																											
Adams	1	2020 1878 ST NW	3009		ES	776	2	2	7:30-4:00	7:00-10:00	39							PENDING FOCUS	14				1	1	1		
Alton	1	533 48TH PL NE	3009		ES	455	7	4	7:30-4:00	7:00-10:00	39							PENDING FOCUS	14				1	1	1		
Arkon	1	401 8T SW	3004		ES	400	4	4	7:30-4:00	7:00-10:00	39							PENDING FOCUS	14				1	1	1		
Bancroft	1	1785 MERVIN ST NW	3001		ES	487	2	2	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2			ABM SILENT MARCH	16		YES		1	1	1		
Barnard	1	430 DECATUR ST NW	3001		ES	338	1	1	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2			FOCUS PANEL	28		YES		2	2	2		
Beers	1	3000 ALABAMA AVE SE	3002		ES	439	6	2	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2			FOCUS PANEL	14				2	2	2		
Berkeley	1	100 4137 ST NE	3009		ES	232	7	7	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2			NONE	14				2	2	2		
Blitney	1	2011 MARTIN LUTHER KING JR AVE SE	3009		ES	493	5	5	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2			ABM SILENT MARCH	14		YES		1	1	1		
Bowen	1	101 M ST SW	3002		ES	298	4	4	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2			ABM SILENT MARCH	14				1	1	1		
Brent	1	330 3RD ST SE	3002		ES	105	4	4	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2			FOCUS PANEL	14				1	1	1		
Brookwood	1	1300 NICHOLSON ST NW	3001		ES	485	1	1	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2			FOCUS 200	14				1	1	1		
Brookland	1	1150 NICHOLSON AVE NE	3007		ES	301	1	1	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2			FOCUS 200	14				1	1	1		
Bruce Warren	1	3012 GEORGIA AVE NW	3007		ES	347	2	2	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2			PENDING FOCUS	14				1	1	1		
Bunker Hill	1	1471 MICHIGAN AVE NE	3007		ES	320	2	2	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2			FOCUS PANEL	14				1	1	1		
Burleigh	1	1820 MONROE ST NE	3008		ES	208	1	1	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2			FOCUS PANEL	15				1	1	1		
Burwell	1	801 DUNWOODE AVE NE	3008		ES	332	7	7	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2			FOCUS PANEL	14				1	1	1		
Clark	1	400 7TH ST NW	3001		ES	260	2	2	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2			FOCUS PANEL	14				1	1	1		
Clark	1	365 365	3001		ES	209	2	2	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2			FOCUS PANEL	14				1	1	1		
Clark	1	301 BRYANT ST NW	3001		ES	237	3	3	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2			FOCUS PANEL	14				1	1	1		
Clark	1	519 ST NW	3001		ES	394	2	2	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2			FOCUS PANEL	14				1	1	1		
Clark	1	2625 17TH ST NW	3002		ES	394	2	2	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2			FOCUS PANEL	14				1	1	1		
Clark	1	4400 1137 NW	3009		ES	315	6	6	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2			FOCUS PANEL	14				1	1	1		
Clark	1	520 WALKER PL SE	3002		ES	263	2	2	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2			FOCUS PANEL	14				1	1	1		
Clark	1	500 20TH AVE	3002		ES	258	6	6	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2			FOCUS PANEL	14				1	1	1		
Clark	1	3501 DAVIS ST NW	3009		ES	411	6	6	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2			FOCUS PANEL	14				1	1	1		
Clark	1	1720 181 ST NE	3002		ES	257	3	3	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2			FOCUS PANEL	14				1	1	1		
Clark	1	3800 8TH ST SE	3002		ES	267	4	4	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2			FOCUS PANEL	14			YES	1	1	1		
Clark	1	1819 5TH ST NW	3007		ES	267	4	4	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2			ABM SILENT MARCH	14				1	1	1		
Clark	1	1819 5TH ST NW	3007		ES	267	4	4	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2			ABM SILENT MARCH	14				1	1	1		
Clark	1	2025 3RD ST NW	3001		ES	357	3	3	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2			INFOG GRA 132+	14				1	1	1		
Clark	1	2435 ALABAMA AVE SE	3002		ES	504	5	5	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2			FOCUS PANEL	14				1	1	1		
Clark	1	1200 E ST NW	3002		ES	385	2	2	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2			FOCUS PANEL	14				1	1	1		
Clark	1	500 18TH ST NE	3002		ES	462	7	7	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2			FOCUS PANEL	14				1	1	1		
Clark	1	1800 MISSISSIPPI AVE SE	3002		ES	402	5	5	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2			FOCUS PANEL	15				1	1	1		
Clark	1	301 33RD ST SE	3003		ES	501	6	6	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2			FOCUS 200	14				1	1	1		
Clark	1	590 37TH ST NW	3002		ES	146	5	5	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2			FOCUS PANEL	14				1	1	1		
Clark	1	425 CHEAPENANCE ST SE	3002		ES	348	5	5	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2			FOCUS PANEL	14				1	1	1		
Clark	1	1100 8TH PL NE	3009		ES	345	7	7	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2			FOCUS PANEL	14				1	1	1		
Clark	1	3219 G ST NW	3007		ES	193	8	8	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2			PENDING 01	14				1	1	1		
Clark	1	4190 ALABAMA AVE NW	3006		ES	479	8	8	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2			FOCUS PANEL	14				1	1	1		
Clark	1	1300 44TH ST NE	3009		ES	390	7	7	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2			FOCUS PANEL	14				1	1	1		
Clark	1	1919 5TH ST SE	3002		ES	413	4	4	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2			FOCUS PANEL	14				1	1	1		
Clark	1	5011 DANIA PL NW	3006		ES	234	4	4	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2			NONE	20				2	2	2		
Clark	1	3275 MINNESOTA AVE SE	3009		ES	413	4	4	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2			INFOG GRA 132+	14				2	2	2		
Clark	1	3200 8TH ST SE	3002		ES	454	5	5	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	2			FOCUS 200	14				2	2	2		
Clark	1	3701 BRADDOCK BRANCH RD NW	3006		ES	537	8	8	7:30-4:00	7:00-10:00	39	7															

Attachment J-1: Security Sites and Times of Required Services

School	Contract # or 2	GENERAL INFORMATION										HOURS							SECURITY FEATURES					STAFFING		
		School Address	Zip Code	Swing Location	PSA	Type	Enrollment	DPS Sector	MPD Risk Factor	Regular School Hours	Regular School Shifts	Special Activity Hours (afternoon)	Regular Weeks	Summer School Hours	Summer School Shifts	Summer School Days	Metal Detector	Video	Alarm System	CCTV	X-RAY	Exit	Security Officer (SO)	Special Police Officer (SPO)	Supervisory Special Police Officer (SSPO)	Total Security Officers
Minor	1	601 15TH ST NE	20002		ES	508	7	7:30-4:00	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	26	YES	FOCUS PANEL		26							
Manly	1	501 P ST NW	20001		ES	265	3	7:30-4:00	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	26	YES	ARM SILENT KANG		16							
Marion	1	558 WOODS RD SE	20020		ES	340	4	7:30-4:00	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	26	YES	ARM SILENT KANG		14							
Marion	1	410 20TH ST NW	20001		ES	488	6	7:30-4:00	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	26	YES	PENDING 01		14							
Marion	1	1401 BRENTWOOD RD NE	20021		ES	358	7	7:30-4:00	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	26	YES	FOCUS 200		14							
Marion	1	2200 MORNINGSTAR AVE SE	20020		ES	194	3	7:30-4:00	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	26	YES	PENDING 01		14							
Marion	1	2901 CALVERT ST NW	20008		ES	423	6	7:30-4:00	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	26	YES	FOCUS 200		26							
Marion	1	5800 WASHINGTON RD SE	20003		ES	346	2	7:30-4:00	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	26	YES	FOCUS PANEL		14							
Marion	1	305 15TH ST NE	20003		ES	295	4	7:30-4:00	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	26	YES	FOCUS PANEL		14							
Marion	1	425 C ST NE	20003		ES	154	7	7:30-4:00	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	26	YES	ARM SILENT KANG		14							
Marion	1	4801 TEXAS AVE SE	20011		ES	318	6	7:30-4:00	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	26	YES	FOCUS PANEL		14							
Marion	1	1300 UPHAM ST NW	20011		ES	403	6	7:30-4:00	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	26	YES	FOCUS 200		14							
Marion	1	1600 30TH ST SE	20020		ES	493	6	7:30-4:00	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	26	YES	HOLD (CONST)		26							
Marion	1	915 SPRING RD NW	20008		ES	403	6	7:30-4:00	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	26	YES	ARM SILENT KANG		15							
Marion	1	3200 CHAMPAIGN ST NW	20008		ES	413	2	7:30-4:00	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	26	YES	INFO GRA 132 *		14							
Marion	1	420 14TH ST NE	20018		ES	251	7	7:30-4:00	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	26	YES	FOCUS PANEL		14							
Marion	1	1700 R ST NW	20009		ES	184	2	7:30-4:00	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	26	YES	PENDING 01		14							
Marion	1	3200 2ND ST NW	20001		ES	469	1	7:30-4:00	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	26	YES	FOCUS PANEL		14							
Marion	1	2400 SHANNON PL SE	20020		ES	360	5	7:30-4:00	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	26	YES	FOCUS PANEL		14							
Marion	1	1500 10TH ST NW	20001		ES	427	3	7:30-4:00	7:30-4:00	7:00-10:00	39	1:00-7:00	1			YES	ARM SILENT KANG		14							
Marion	1	2901 EAST CAPITOL ST	20018		ES	307	6	7:30-4:00	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	26	YES	FOCUS 200		14							
Marion	1	301 DOUGLAS ST NE	20002		ES	181	6	7:30-4:00	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	26	YES	ARM SILENT KANG		14							
Marion	1	7003 14TH ST NW	20013		ES	351	1	7:30-4:00	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	26	YES	FOCUS PANEL		14							
Marion	1	401 MASSACHUSETTS AVE SE	20002		ES	364	5	7:30-4:00	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	26	YES	FOCUS PANEL		14							
Marion	1	1404 JACKSON ST NE	20017		ES	396	3	7:30-4:00	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	26	YES	PENDING 01		14							
Marion	1	4400 BROOKS ST NE	20018		ES	244	6	7:30-4:00	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	26	YES	PENDING 01		14							
Marion	1	2700 MAYNOR RD SE	20020		ES	678	6	7:30-4:00	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	26	YES	FOCUS PANEL		14							
Marion	1	1050 21ST ST NW	20008		ES	263	3	7:30-4:00	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	26	YES	FOCUS PANEL		14							
Marion	1	300 CALVERT ST NW	20001		ES	313	2	7:30-4:00	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	26	YES	ARM SILENT KANG		14							
Marion	1	300 WHELENS RD SE	20002		ES	294	5	7:30-4:00	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	26	YES	INFO GRA 132 *		14		YES					
Marion	1	300 ANACOSTIA AVE NE	20018		ES	387	7	7:30-4:00	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	26	YES	FOCUS PANEL		14							
Marion	1	515 G ST NE	20001		ES	285	2	7:30-4:00	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	26	YES	FOCUS PANEL		20							
Marion	1	300 MARSHALL ST NW	20001		ES	422	1	7:30-4:00	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	26	YES	FOCUS PANEL		14							
Marion	1	3101 17TH ST NW	20019		ES	560	2	7:30-4:00	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	26	YES	ARM SILENT KANG		14							
Marion	1	3804 HANFORD RD SE	20020		ES	484	5	7:30-4:00	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	26	YES	INFO GRA 132 *		14							
Marion	1	1001 G ST SE	20001		ES	177	4	7:30-4:00	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	26	YES	FOCUS PANEL		14							
Marion	1	1500 5TH ST SE	20003		ES	509	3	7:30-4:00	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	26	YES	INFO GRA 132 *		14							
Marion	1	501 12TH ST SE	20003		ES	505	4	7:30-4:00	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	26	YES	FOCUS 200		14							
Marion	1	1375 MOUNT OLIVET RD NE	20002		ES	496	7	7:30-4:00	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	26	YES	FOCUS 200		17							
Marion	1	1280 NEAL ST NE	20002		ES	280	3	7:30-4:00	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	26	YES	FOCUS PANEL		14							
Marion	1	5201 5TH ST NW	20011		ES	433	3	7:30-4:00	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	26	YES	FOCUS PANEL		14							
Marion	1	2300 POMEROY RD SE	20020		ES	497	5	7:30-4:00	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	26	YES	FOCUS PANEL		14							
Marion	1	680 K ST NE	20002		ES	416	3	7:30-4:00	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	26	YES	FOCUS PANEL		14							
Marion	1	609 28TH ST NE	20002		ES	428	7	7:30-4:00	7:30-4:00	7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	26	YES	FOCUS PANEL		14							
Marion	2	580 28TH ST NE	20002		JHS	509	7	7:30-4:00	7:30-4:00	7:00-10:30	39	7:30-1:30, 1:00-7:00	2	26	26	1	FOCUS 200		26		YES					
Marion	2	2815 FORT DR NW	20001		JHS	840	9	7:30-4:00	7:30-4:00	7:00-10:30	39	7:30-1:30, 1:00-7:00	2	26	26	2	FOCUS 200		26		YES					
Marion	2	3810 CONSTITUTION AVE NE	20002		JHS	333	7	7:30-4:00	7:30-4:00	7:00-10:30	39	7:30-1:30, 1:00-7:00	2	26	26	1	FOCUS 200		26		YES					
Marion	2	2420 N ST NW	20001		JHS	395	8	7:30-4:00	7:30-4:00	7:00-10:30	39	7:30-1:30, 1:00-7:00	2	26	26	1	FOCUS 200		26		YES					
Marion	2	325 8TH ST SE	20001		JHS	657	4	7:30-4:00	7:30-4:00	7:00-10:30	39	7:30-1:30, 1:00-7:00	2	26	26	1	FOCUS 200		16		YES					
Marion	2	501 7TH ST NW	20001		JHS	786	4	7:30-4:00	7:30-4:00	7:00-10:30	39	7:30-1:30, 1:00-7:00	2	26	26	1	FOCUS 200		16		YES					
Marion	2	1405 BRUCE PL SE</																								

Attachment J-1 Security Sites and Times of Required Services

School	Contract 1 or 2	GENERAL INFORMATION				HOURS				SECURITY FEATURES					STAFFING											
		School Address	Zip Code	Swing Location	PSA	Type	Enrollment	DCPS Sector	MPD Risk Factor	Regular School Hours	Regular School Shifts	Special Activity Hours (excluded)	Regular Weeks	Summer School Hours	Summer Shifts	Summer School Days	Video	Alarm System	CCTV	X-RAY	Escalator Lighting	Exits	Security Officer (SO)	Special Police Officer (SPO)	Supervisory Special Police Officer (SSPO)	Total Security Officers
Hardy	2	518 30TH ST NW	20020		208	MS	410	B	1	7:30-1:00	Multiple	39	7:00-10:30	7:00-10:30	39	7:30-1:30, 1:00-7:00	2	20	1	FOCUS 200	28	YES	18	2	2	2
High Miller	2	501 MARSHALL BLVD SE	20020		705	MS	457	B	2	7:30-1:00	Multiple	39	7:00-10:30	7:00-10:30	39	7:30-1:30, 1:00-7:00	2	20	1	FOCUS 200	18	YES	26	3	3	
Kidby Miller	2	217 40TH ST NE	20018		602	MS	400	A	3	7:30-1:00	Multiple	39	7:00-10:30	7:00-10:30	39	7:30-1:30, 1:00-7:00	2	28	2	FOCUS 200	18	YES	18	2	2	
Kramer	2	1700 G ST NE	20018		502	MS	311	A	2	7:30-1:00	Multiple	39	7:00-10:30	7:00-10:30	39	7:30-1:30, 1:00-7:00	2	28	1	INFO GRA 132 *	PENDING	NA	NA	3	3	
Landon	2	100 PERRY ST NE	20018		404	MS	335	A	3	7:30-1:00	Multiple	39	7:00-10:30	7:00-10:30	39	7:30-1:30, 1:00-7:00	2	28	1	FOCUS 200	28	YES	27	2	2	
Maple Island	2	400 HOWARD AVE NW	20018		502	MS	410	B	2	7:30-1:00	Multiple	39	7:00-10:30	7:00-10:30	39	7:30-1:30, 1:00-7:00	2	28	1	FOCUS 200	28	YES	27	2	2	
Shawn	2	800 ELYS BL NE	20020		602	MS	410	B	1	7:30-1:00	Multiple	39	7:00-10:30	7:00-10:30	39	7:30-1:30	1	20	1	INFO GRA 132 *	15	YES	10	2	2	
Sluiter Hobson	2	410 E ST NE	20020		602	MS	410	B	1	7:30-1:00	Multiple	39	7:00-10:30	7:00-10:30	39	7:30-1:30	1	20	1	INFO GRA 132 *	15	YES	10	2	2	
SENIOR HIGH SCHOOLS																										
Arcadia	2	1001 18TH ST SE		Balbo	605	SHS	618	4	4	7:00-7:00	Multiple	39	7:00-11:00	7:00-11:00	39	7:00-11:00	3	3	FOCUS 200	48	YES	78	5	5	5	
Balbo	2	3401 4TH ST SE		Balbo	704	SHS	1003	5	3	7:00-7:00	Multiple	39	7:00-11:00	7:00-11:00	39	7:00-11:00	2	2	INFO GRA 132 *	52	YES	80	6	6	6	
Banner	2	300 RINGOLD ST NW		Balbo	304	SHS	412	2	2	7:00-7:00	Multiple	39	7:00-11:00	7:00-11:00	39	7:00-11:00	1	1	INFO GRA 132 *	18	YES	10	2	2	2	
Brill Multicultural	2	316 HAITI PL NW		Balbo	304	SHS	223	2	2	7:00-7:00	Multiple	39	7:00-11:00	7:00-11:00	39	7:00-11:00	1	1	INFO GRA 132 *	28	YES	11	1	1	1	
Cardozo	2	300 CLIFTON ST NW		Balbo	304	SHS	814	2	2	7:00-7:00	Multiple	39	7:00-11:00	7:00-11:00	39	7:00-11:00	2	2	INFO GRA 132 *	68	YES	30	4	4	4	
Canby	2	511 5TH ST NW		Balbo	402	SHS	765	8	2	7:00-7:00	Multiple	39	7:00-11:00	7:00-11:00	39	7:00-11:00	3	3	ABM SILENT KING	38	NOISE	YES	72	4	4	
Dunbar	2	301 NEW FOREST AVE NW		Balbo	501	SHS	812	3	3	7:00-7:00	Multiple	39	7:00-11:00	7:00-11:00	39	7:00-11:00	2	2	FOCUS 200	28	YES	YES	24	5	5	
Edison	2	100 EAST CAPITOL ST		Balbo	103	SHS	811	7	4	7:00-7:00	Multiple	39	7:00-11:00	7:00-11:00	39	7:00-11:00	2	2	FOCUS 200	10	YES	20	2	2		
Edgerton Arts	2	100 30TH ST NW		Balbo	208	SHS	425	8	1	7:00-7:00	Multiple	39	7:00-11:00	7:00-11:00	39	7:00-11:00	1	1	ABM SILENT KING	PENDING	YES	48	4	4		
Luka Moore Academy	2	270 9TH ST NW		Balbo	502	SHS	225	3	2	7:00-7:00	Multiple	39	7:00-11:00	7:00-11:00	39	7:00-11:00	2	2	FOCUS 200	20	YES	20	2	2		
M.M. Washington	2	101 MONROE ST NE		Balbo	501	SHS	287	3	2	7:00-7:00	Multiple	39	7:00-11:00	7:00-11:00	39	7:00-11:00	1	1	FOCUS 200	10	YES	24	5	5		
McKerley	2	151 7TH NE		Balbo	501	SHS	3	1	1	7:00-7:00	Multiple	39	7:00-11:00	7:00-11:00	39	7:00-11:00	3	3	FOCUS 200	108	YES	48	4	4		
Phelps	2	504		Balbo	504	SHS	CLOSED																			
Roosevelt	2	401 13TH ST NW		Balbo	404	SHS	793	1	4	7:00-7:00	Multiple	39	7:00-11:00	7:00-11:00	39	7:00-11:00	2	2	INFO GRA 132 *	28	YES	5	4	4		
School without Walls	2	2100 G ST NW		Balbo	207	SHS	375	2	4	7:00-7:00	Multiple	39	7:00-11:00	7:00-11:00	39	7:00-11:00	0	0	ABM SILENT KING	18	NONE	5	4	4		
Shirlington	2	2500 BERNING RD NE		Balbo	504	SHS	573	7	4	7:00-7:00	Multiple	39	7:00-11:00	7:00-11:00	39	7:00-11:00	1	1	ABM SILENT KING	28	YES	22	4	4		
Woodrow Wilson	2	3500 CHEAPFAIR ST NW		Balbo	202	SHS	1442	8	2	7:00-7:00	Multiple	39	7:00-11:00	7:00-11:00	39	7:30-1:30	1	28	2	FOCUS 200	28	YES	27	5	5	
Woodward	2	5000 FAIR ST NE		Balbo	502	SHS	695	6	3	7:00-7:00	Multiple	39	7:00-11:00	7:00-11:00	39	7:30-1:30, 1:00-7:00	2	28	2	FOCUS 200	28	YES	28	5	5	
STAY PROGRAMS																										
Balbo STAY	2	2401 4TH ST SE		Balbo	705	STAY	400			1:00-5:00		30							INFO GRA 132 *							
Roosevelt STAY	2	404		Balbo	404	STAY	1			1:00-5:00		39							ABM SILENT KING	YES						
Shirlington STAY	2	2500 BERNING RD NE		Balbo	504	STAY	427	7		1:00-5:00		39							ABM SILENT KING	YES						
SPECIAL EDUCATION SCHOOLS																										
Sharp Health School	1	4000 15th St NW		Balbo	404	Spec /	220	1		7:00-1:00		39							FOCUS PANEL	18						
Harrison Alternatives	1	1401 Brentwood Pl NW NE		Balbo	502	Behavioral	72	3		1:00-5:00		39							INFO GRA 132 *	28						
Leg, Mainline	1	100 Oakdale St NE		Balbo	405	Specialist	101	1		1:00-5:00		30							FOCUS PANEL	18						
ALTERNATIVE SCHOOLS																										
Prospect ES/Golfing	1	250 F St NE		Balbo	102	Emergency	88			7:30-1:00		39							PENDING (FOCUS)	18						
Rose School	1	4820 Howard St NW	20016	Balbo	202	Spec				7:30-4:00		52							FOCUS 200	28						
Jackie Robinson Center	1	3125 Kenesaw Ave NE	20011	Balbo	402	Spec				N/A-private special ed		39							FOCUS 200	28						
Paul Robeson Center	1	3700 10th St NW	20010	Balbo	404	Spec				N/A-private special ed		39							INFO GRA 132 *	28						
OTHER																										
One Hill	NA	ONE HILL DR LAUREL MD		Balbo	NA	Admission	184					52							PENDING (FOCUS)	18						
Douglas Choice	2	2800 DOUGLASS RD NE		Balbo	703	SHS	17	4		7:00-7:00	Yes	39							FOCUS 200	28						
Taft Choice	2	1800 PERRY ST NE		Balbo	502	Jr-H	60	1		7:30-1:00		39							INFO GRA 132 *	28						
Food Service/Security		2825 V St NE		Balbo	503	Admin				8 hour shift		52							FOCUS 200	32						
Parr Center		1700 3rd St NE		Balbo	501	Admin				8 hour shift		52							FOCUS 200	18						
Headquarters		1201 17th St NW		Balbo	308	Museum				8 hour shift		52								0						
Logan Center		322 North Capitol Street NE		Balbo	101	Admin				8 hour shift		52														
Logan Center Annex		315 G St NE		Balbo	102	Admin				8 hour shift		52														
TRANSPORTATION LOTS																										
2nd and L Street		200 L Street NE		Balbo	105	Trans				24 hours		52														
5th and Rhode Island		2115 5th Street NE		Balbo	501	Trans				24 hours		52														
W. Street and First Street		3500 W Street SE		Balbo	505	Trans				24 hours		52														

Attachment J-1: Security Sites and Times of Required Services

School	GENERAL INFORMATION										HOURS							SECURITY FEATURES					STAFFING						
	Contract 1 of 2	School Address	Zip Code	Evng Location	PSA	Type	Enrollment	DCPS Sector	MPD Risk Factor	Regular School Hours	Regular School Shifts	Special Activity Hours (estimated)	Regular Weeks	Summer School Hours	Summer School Shifts	Summer School Days	Metal Detector	Video	Alarm System	CCTV	X-RAY	Exterior Lighting	Exit	Security Officer (EO) / Special Police Officer (SPO)	Supervisory Special Police Officer (SSPO)	Total Security Officers			
New York Avenue		1433 New York Ave. NE	504	Trains	504	Warehouse	502	Warehouse	24 hours	52										16						253	23	267	
Adams Plaza		2000 Adams Pl. NE																											
<b>TOTAL</b>																													

NOTES

- A) Regular school hours provided by DCPS Security Director.
- B) Summer school data collected from 2004 Summer School Program, administered by DC After School For All (www.dcsia.com).
- C) Special activity hours for high schools estimated by DCPS Security Director. For other schools, MPD assumed 3.5 hours for junior, middle, and alternative schools, and 3 hours for elementary and ed centers, based on the assumption that younger students have shorter special activities. See table below for estimated number of activities per week.
- D) The number of on-site hours are based on data provided by DCPS security contract and MPD risk assessment.
- E) Otherwise, hours and FTEs were calculated based on the following assumptions:

Activity Type	Location	Days	Hours	FTEs
Management	NA	52 weeks / year		
Special Operations (Investigators, Corp. SAVE, FSOs, Admin & Transportation Facilities)	NA	52 weeks / year		
Regular School Guards	See above per location	39 weeks / year		
Summer School - Elementary	20 days / year			
Summer School - Ed Center	20 days / year			
Summer School - Alternative (Ed)	20 days / year			
Summer School - Middle / Junior	20 days / year			
Summer School - High Schools	27 days / year			
Summer School - Special Ed	28 days / year			
Special Activities - Elementary & Educational Centers	Average of 0.5 events / week			
Special Activities - Middle, Junior High, & Alternative	Average of 1 event / week			
Special Activities - High Schools	Average of 3 events / week			
Special Activities - School Board	9 events per month / 10 months per year			

In addition:

- F) Employees will be supervised by a Cluster Supervisor as follows: 1 for investigators, 1 for Facilities Security Officers, and 1 for each ROC per contract (for a total of 6 ROC Cluster supervisors).
- G) The Gang Unit & SAVE Team will be supervised by a sworn MPD member.
- H) Facilities Security Officers were allocated based on the following assumptions about hours of coverage needed:
  - 10 Federal holidays/year X 24 hours = 240
  - 52 weeks/year X 24 hours X 2 days = 2,496
  - 19 weeks/year (school in session) X 14.5 hours (schools closed) = 2,828
  - 13 weeks/year (school not in session) X 24 hours X 7 days/week = 2,184
  - FTEs X 2 per shift X 3 ROCs = 24 FTEs
  - Transportation facilities will have 1 FTE per shift

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**WAGE DETERMINATION**

94-2103 DC, DISTRICT-WIDE

06/08/04

\*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL\*\*\*  
 WASHINGTON D.C. 20210

William W. Gross                      Division of  
 Director                              Wage Determinations

Wage Determination No.: 1994-2103  
 Revision No.: 32  
 Date Of Last Revision: 05/27/2004

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	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	11.73
01012 - Accounting Clerk II	12.75
01013 - Accounting Clerk III	14.49
01014 - Accounting Clerk IV	16.50
01030 - Court Reporter	16.50
01050 - Dispatcher, Motor Vehicle	16.50
01060 - Document Preparation Clerk	12.75
01070 - Messenger (Courier)	10.23
01090 - Duplicating Machine Operator	12.75
01110 - Film/Tape Librarian	14.65
01115 - General Clerk I	11.68
01116 - General Clerk II	13.72
01117 - General Clerk III	15.32
01118 - General Clerk IV	18.74
01120 - Housing Referral Assistant	19.04
01131 - Key Entry Operator I	11.73
01132 - Key Entry Operator II	12.75
01191 - Order Clerk I	14.74
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	13.05
01262 - Personnel Assistant (Employment) II	14.49
01263 - Personnel Assistant (Employment) III	16.50
01264 - Personnel Assistant (Employment) IV	19.60
01270 - Production Control Clerk	17.82
01290 - Rental Clerk	15.42
01300 - Scheduler, Maintenance	15.26
01311 - Secretary I	15.26
01312 - Secretary II	16.56
01313 - Secretary III	19.04
01314 - Secretary IV	20.52
01315 - Secretary V	23.47
01320 - Service Order Dispatcher	15.82
01341 - Stenographer I	14.68
01342 - Stenographer II	16.47
01400 - Supply Technician	20.52
01420 - Survey Worker (Interviewer)	14.94

01460 - Switchboard Operator-Receptionist	10.96
01510 - Test Examiner	16.56
01520 - Test Proctor	16.56
01531 - Travel Clerk I	11.63
01532 - Travel Clerk II	12.49
01533 - Travel Clerk III	13.41
01611 - Word Processor I	12.75
01612 - Word Processor II	14.49
01613 - Word Processor III	16.65
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	14.15
03041 - Computer Operator I	14.49
03042 - Computer Operator II	16.50
03043 - Computer Operator III	18.60
03044 - Computer Operator IV	20.52
03045 - Computer Operator V	23.22
03071 - Computer Programmer I (1)	19.64
03072 - Computer Programmer II (1)	23.33
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	14.49
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	22.73
05010 - Automotive Glass Installer	17.88
05040 - Automotive Worker	17.88
05070 - Electrician, Automotive	18.95
05100 - Mobile Equipment Servicer	15.69
05130 - Motor Equipment Metal Mechanic	19.98
05160 - Motor Equipment Metal Worker	17.88
05190 - Motor Vehicle Mechanic	20.07
05220 - Motor Vehicle Mechanic Helper	16.81
05250 - Motor Vehicle Upholstery Worker	17.88
05280 - Motor Vehicle Wrecker	17.88
05310 - Painter, Automotive	18.95
05340 - Radiator Repair Specialist	17.88
05370 - Tire Repairer	14.43
05400 - Transmission Repair Specialist	19.98
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.01
07010 - Baker	11.87
07041 - Cook I	10.93
07042 - Cook II	12.46
07070 - Dishwasher	9.76
07130 - Meat Cutter	16.07
07250 - Waiter/Waitress	8.59
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	18.05
09040 - Furniture Handler	12.55
09070 - Furniture Refinisher	18.05
09100 - Furniture Refinisher Helper	13.85
09110 - Furniture Repairer, Minor	16.01
09130 - Upholsterer	18.05
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.67
11060 - Elevator Operator	9.79
11090 - Gardener	14.27
11121 - House Keeping Aid I	9.83

11122 - House Keeping Aid II	10.32
11150 - Janitor	10.12
11210 - Laborer, Grounds Maintenance	11.65
11240 - Maid or Houseman	9.83
11270 - Pest Controller	12.44
<hr/>	
11300 - Refuse Collector	11.69
11330 - Tractor Operator	14.00
11360 - Window Cleaner	10.51
12000 - Health Occupations	
12020 - Dental Assistant	16.90
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	14.39
12071 - Licensed Practical Nurse I	15.86
12072 - Licensed Practical Nurse II	17.79
12073 - Licensed Practical Nurse III	19.92
12100 - Medical Assistant	12.94
12130 - Medical Laboratory Technician	16.07
12160 - Medical Record Clerk	13.60
12190 - Medical Record Technician	14.97
12221 - Nursing Assistant I	9.31
12222 - Nursing Assistant II	10.48
12223 - Nursing Assistant III	11.94
12224 - Nursing Assistant IV	13.40
12250 - Pharmacy Technician	11.84
12280 - Phlebotomist	12.33
12311 - Registered Nurse I	24.92
12312 - Registered Nurse II	28.94
12313 - Registered Nurse II, Specialist	28.94
12314 - Registered Nurse III	34.48
12315 - Registered Nurse III, Anesthetist	34.48
12316 - Registered Nurse IV	41.33
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	20.85
13011 - Exhibits Specialist I	17.98
13012 - Exhibits Specialist II	23.33
13013 - Exhibits Specialist III	27.29
13041 - Illustrator I	18.73
13042 - Illustrator II	23.42
13043 - Illustrator III	28.82
13047 - Librarian	23.59
13050 - Library Technician	17.18
13071 - Photographer I	14.67
13072 - Photographer II	17.18
13073 - Photographer III	21.52
13074 - Photographer IV	26.05
13075 - Photographer V	29.15
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.71
15030 - Counter Attendant	8.71
15040 - Dry Cleaner	10.03
15070 - Finisher, Flatwork, Machine	8.71
15090 - Presser, Hand	8.71
15100 - Presser, Machine, Drycleaning	8.71
15130 - Presser, Machine, Shirts	8.71
15160 - Presser, Machine, Wearing Apparel, Laundry	8.71
15190 - Sewing Machine Operator	10.77
15220 - Tailor	12.43
15250 - Washer, Machine	9.31
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	18.95
19040 - Tool and Die Maker	23.05

21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	19.38
21020 - Material Coordinator	18.47
21030 - Material Expediter	18.47
1040 - Material Handling Laborer	11.50
<del>21050 - Order Filler</del>	<del>13.21</del>
21071 - Forklift Operator	14.58
21080 - Production Line Worker (Food Processing)	14.48
21100 - Shipping/Receiving Clerk	13.09
21130 - Shipping Packer	13.09
21140 - Store Worker I	9.06
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.05
21210 - Tools and Parts Attendant	16.99
21400 - Warehouse Specialist	15.76
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	22.24
23040 - Aircraft Mechanic Helper	14.71
23050 - Aircraft Quality Control Inspector	23.43
23060 - Aircraft Servicer	17.82
23070 - Aircraft Worker	18.09
23100 - Appliance Mechanic	18.95
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	24.68
23130 - Carpenter, Maintenance	18.95
23140 - Carpet Layer	17.61
23160 - Electrician, Maintenance	22.59
23181 - Electronics Technician, Maintenance I	17.65
23182 - Electronics Technician, Maintenance II	21.92
23183 - Electronics Technician, Maintenance III	23.87
23260 - Fabric Worker	16.55
23290 - Fire Alarm System Mechanic	19.98
23310 - Fire Extinguisher Repairer	15.69
23340 - Fuel Distribution System Mechanic	20.93
23370 - General Maintenance Worker	17.28
23400 - Heating, Refrigeration and Air Conditioning Mechanic	19.61
23430 - Heavy Equipment Mechanic	19.98
23440 - Heavy Equipment Operator	20.76
23460 - Instrument Mechanic	19.98
23470 - Laborer	12.97
23500 - Locksmith	18.95
23530 - Machinery Maintenance Mechanic	20.51
23550 - Machinist, Maintenance	21.52
23580 - Maintenance Trades Helper	14.54
23640 - Millwright	21.67
23700 - Office Appliance Repairer	18.95
23740 - Painter, Aircraft	21.29
23760 - Painter, Maintenance	18.95
23790 - Pipefitter, Maintenance	22.12
23800 - Plumber, Maintenance	20.99
23820 - Pneudraulic Systems Mechanic	19.98
23850 - Rigger	19.98
23870 - Scale Mechanic	17.88
23890 - Sheet-Metal Worker, Maintenance	19.98
23910 - Small Engine Mechanic	20.05
23930 - Telecommunication Mechanic I	21.35
23931 - Telecommunication Mechanic II	22.50
23950 - Telephone Lineman	20.93
23960 - Welder, Combination, Maintenance	19.98
23965 - Well Driller	19.98
23970 - Woodcraft Worker	19.98

23980 - Woodworker	15.32
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.37
24580 - Child Care Center Clerk	15.86
24600 - Chore Aid	9.29
24630 - Homemaker	16.45
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	22.20
25040 - Sewage Plant Operator	19.52
25070 - Stationary Engineer	22.20
25190 - Ventilation Equipment Tender	13.85
25210 - Water Treatment Plant Operator	19.72
27000 - Protective Service Occupations	
(not set) - Police Officer	22.74
27004 - Alarm Monitor	16.79
27006 - Corrections Officer	17.69
27010 - Court Security Officer	20.31
27040 - Detention Officer	18.29
27070 - Firefighter	20.59
27101 - Guard I	10.46
27102 - Guard II	13.78
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	18.44
28020 - Hatch Tender	18.44
28030 - Line Handler	18.44
28040 - Stevedore I	17.34
28050 - Stevedore II	19.56
29000 - Technical Occupations	
21150 - Graphic Artist	20.74
29010 - Air Traffic Control Specialist, Center (2)	30.83
29011 - Air Traffic Control Specialist, Station (2)	21.26
29012 - Air Traffic Control Specialist, Terminal (2)	23.42
29023 - Archeological Technician I	15.52
29024 - Archeological Technician II	17.35
29025 - Archeological Technician III	21.94
29030 - Cartographic Technician	23.33
29035 - Computer Based Training (CBT) Specialist/ Instructor	28.42
29040 - Civil Engineering Technician	21.52
29061 - Drafter I	13.01
29062 - Drafter II	16.29
29063 - Drafter III	18.30
29064 - Drafter IV	23.33
29081 - Engineering Technician I	16.15
29082 - Engineering Technician II	18.75
29083 - Engineering Technician III	22.54
29084 - Engineering Technician IV	25.86
29085 - Engineering Technician V	31.62
29086 - Engineering Technician VI	38.26
29090 - Environmental Technician	19.29
29100 - Flight Simulator/Instructor (Pilot)	22.59
29160 - Instructor	24.57
29210 - Laboratory Technician	18.56
29240 - Mathematical Technician	23.44
29361 - Paralegal/Legal Assistant I	20.03
29362 - Paralegal/Legal Assistant II	24.82
29363 - Paralegal/Legal Assistant III	30.35
29364 - Paralegal/Legal Assistant IV	36.73
29390 - Photooptics Technician	23.33
29480 - Technical Writer	25.95
29491 - Unexploded Ordnance (UXO) Technician I	19.59

29492 - Unexploded Ordnance (UXO) Technician II	23.71
29493 - Unexploded Ordnance (UXO) Technician III	28.41
29494 - Unexploded (UXO) Safety Escort	19.59
29495 - Unexploded (UXO) Sweep Personnel	19.59
29620 - Weather Observer, Senior (3)	21.32
<del>29621 - Weather Observer, Combined Upper Air and Surface Programs (3)</del>	<del>18.30</del>
29622 - Weather Observer, Upper Air (3)	18.30
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	15.95
31260 - Parking and Lot Attendant	8.62
31290 - Shuttle Bus Driver	13.45
31300 - Taxi Driver	12.09
31361 - Truckdriver, Light Truck	13.45
31362 - Truckdriver, Medium Truck	17.09
31363 - Truckdriver, Heavy Truck	18.40
31364 - Truckdriver, Tractor-Trailer	18.40
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	9.53
99030 - Cashier	8.93
99041 - Carnival Equipment Operator	12.35
99042 - Carnival Equipment Repairer	13.30
99043 - Carnival Worker	8.31
99050 - Desk Clerk	9.78
99095 - Embalmer	19.04
99300 - Lifeguard	10.30
99310 - Mortician	23.79
99350 - Park Attendant (Aide)	12.93
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	10.11
99500 - Recreation Specialist	15.94
99510 - Recycling Worker	15.47
99610 - Sales Clerk	10.84
99620 - School Crossing Guard (Crosswalk Attendant)	11.37
99630 - Sport Official	11.24
99658 - Survey Party Chief (Chief of Party)	18.05
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	17.16
99660 - Surveying Aide	11.22
99690 - Swimming Pool Operator	13.93
99720 - Vending Machine Attendant	10.73
99730 - Vending Machine Repairer	13.93
99740 - Vending Machine Repairer Helper	11.34

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a 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 PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as

numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

~~2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY --- NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.~~

3) 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.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

**Source of Occupational Title and Descriptions:**

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

**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.

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**STANDARD CONTRACT PROVISIONS**

**GOVERNMENT OF THE DISTRICT OF COLUMBIA**

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**STANDARD CONTRACT PROVISIONS**

**FOR USE WITH**

**DISTRICT OF COLUMBIA GOVERNMENT  
SUPPLY AND SERVICES CONTRACTS**

**April 2003**

**OFFICE OF CONTRACTING AND PROCUREMENT  
SUITE 700 SOUTH  
441 4<sup>th</sup> STREET, NW  
WASHINGTON, D.C. 20001**

STANDARD CONTRACT PROVISIONS

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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 government shall 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.

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.

3. **Order Of Precedence And Contract:**

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: The Schedule, the Specifications, the Special Conditions, the General Conditions. The Bid/Request for Proposal, with respect to all items accepted, and all papers accompanying the same, including the Schedule and continuation sheets, if any, the Specifications, the Instructions to Bidders, these General Conditions, and other papers and documents referred to in any of the foregoing, shall constitute the formal contract between the bidder/offeror and the District; PROVIDED THAT any such contract in excess of \$1, 000,000, shall not be binding or give rise to any claim or demand against the said District until approved by the Mayor or his designated representative.

4. **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 un-patented 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 this contract.

5. **Quality:**

Unless otherwise specified, all materials used for the manufacture or construction of any supplies covered by this bid/proposal shall be new and of the best quality and the workmanship shall be of the highest grade. The use of the name of a manufacturer or of any special brand or make in describing any item in this bid/proposal does not restrict bidder/offeror to that manufacturer, or specific brand or make; the reference thereto indicates the character or quality of article desired, but articles on which bids/proposals are submitted must be equal to those referred to. Bidders/offerors offering any article other than the specific make, brand or manufacture named in this solicitation must so state in each instance, otherwise the bid/proposal will be considered as being based upon furnishing the specific make, brand or manufacture named in the solicitation.

6. **Inspection Of Supplies:**

- (a) **Definition.** "Supplies," as used in this clause, includes, but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.
- (b) 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.
- (c) 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 shall 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.
- (d) 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 shall bear the expense of District inspections or tests made at other than Contractor's or subcontractor's premise; provided, that in case of rejection, the District shall not be liable for any reduction in the value of inspection or test samples.

- (e) (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) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes re-inspection or retest necessary.
- (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 or otherwise not in conformity with contract requirements. The District may reject nonconforming supplies with or without disposition instructions.
- (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 promptly remove, replace, or correct rejected supplies that are required to be replaced or corrected, 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) (1) 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.
- (2) 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 workdays of advance notification if the District representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.
- (j) The District shall 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.
- (k) Inspections and tests by the District do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

- (l) If acceptance is not conclusive for any of the reasons in paragraph (k) 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 nonconforming 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 shall have the right to contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the District thereby.

**7. 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 shall 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 not increase in contract amount. When the defects in services cannot be corrected by performance, the District may (1) 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.

- (f) If the Contractor fails to promptly perform the services again or take the necessary action 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 that is directly related to the performance of such services, or (2) terminate the contract for default.
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8. **Waiver:**

The waiver of any breach of the contract will not constitute a waiver of any subsequent breach thereof, nor a waiver of the contract.

9. **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 sub-contractor 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 shall be at the contract price. Payment for manufacturing materials delivered to and accepted by the District shall 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 Government, 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 Government.
- (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.

**10. Indemnification:**

The Contractor shall indemnify and save harmless the District and all its officers, agents and servants against any and all claims or liability arising from or based on, or as consequence of or result of, any act, omission or default of the Contractor, its employees, or its subcontractors, in the performance of this contract. 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.

**11. 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.

**12. 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.
- (b) Tax exemption certificates 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:**

Deliveries to Glenn Dale Hospital – Exemption No. 4647

Deliveries to Children’s Center – Exemption No. 4648

Deliveries to other District Departments or Agencies – Exemption No. 09339

**13. Payments:**

Unless otherwise specified in this contract, payments will be made only after performance of the contract in accordance with all provisions thereof.

**14. Evaluation of Prompt Payment Discount:**

- (a) Prompt payment discounts shall not be considered in the evaluation of bids/offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the bidder/offeror.
- (b) In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.

**15. Responsibility For Supplies Tendered:**

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 failure to do so within ten (10) days after date of notification, the District may return the rejected materials or supplies to the Contractor at his risk and expense.

**16. 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 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.

**17. Officers Not To Benefit:**

No member of or delegate to Congress, or officer or employee of the District shall 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 of any District employee authorized to execute contract which they or the employee of the District shall 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. However, should a Federal or District employee submit a bid for his personal benefit, the Contracting Officer reserves the right to waive the aforementioned restriction; providing that said employee furnishes a Notarized Affidavit prior to the time set for opening of bids or submission of proposal, setting forth intention to resign his/her Federal or District employment in the event said employee shall be considered for an award of contract. Failure to submit such affidavit shall automatically render his/her bid/proposal non-responsive and no further consideration shall be given thereto. (See Representations, Certifications and Acknowledgements.)

**18. Disputes:**

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

B. Claims by a Contractor against the District.

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 District arising under or relating to a contract shall be in writing and shall be submitted to the Contracting Officer for a decision. The contractor's claim shall contain at least the following:

- (1) A description of the claim and the amount in dispute;
- (2) Any data or other information in support of the claim;
- (3) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
- (4) The Contractor's request for relief or other action by the contracting officer.

(b) The Contracting Officer may meet with the contractor in a further attempt to resolve the claim by agreement.

(c) For any claim of \$50,000 or less, the Contracting Officer shall issue a decision within sixty (60) calendar days from receipt of a written request from a Contractor that a decision be rendered within that period.

(d) For any claim over \$50,000, the Contracting Officer shall issue a decision within ninety (90) calendar days of receipt of the claim. Whenever possible, the Contracting Officer shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.

(e) The Contracting Officer's written decision shall do the following:

- (1) Provide a description of the claim or dispute;
- (2) Refer to the pertinent contract terms;
- (3) State the factual areas of agreement and disagreement;
- (4) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
- (5) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
- (6) Indicate that the written document is the contracting officer's final decision; and

- (7) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (f) Any failure by the Contracting Officer to issue a decision on a contract claim within the required time period will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as authorized by D.C. Official Code § 2-309.04.
- (g) (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 District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim.
- (2) Liability under this paragraph (f) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- (h) 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 as authorized by D. C. Official Code § 2-309.04.
- (i) 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 District against a Contractor

- (a) Claim as used in Section C of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to 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.
- (b) (1) All claims by the District against a Contractor arising under or relating to a contract shall be decided by the Contracting Officer.
- (2) The Contracting Officer shall send written notice of the claim to the Contractor. The Contracting Officer's written decision shall do the following:
- (a) Provide a description of the claim or dispute;
- (b) Refer to the pertinent contract terms;
- (c) State the factual areas of agreement and disagreement;

- (d) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
- 
- (e) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
- (f) Indicate that the written document is the Contracting Officer's final decision; and
- (g) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (3) The decision shall be supported by reasons and shall inform the Contractor of his or her rights as provided herein.
- (4) The authority contained in this clause shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle, or determine.
- (5) This clause shall not authorize the Contracting Officer to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) 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 District as authorized by D.C. Official Code §2-309.04.
- (d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

**19. 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 Dispute clause hereto. Nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

20.

**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 shall 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.
  - (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 ninety (90) 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 6 months from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 6 month period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 6 months or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due to the Contractor because of the termination and shall pay the amount determined.
- (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 sub- contracts that are properly chargeable to the terminated portion of the contract if not included in subparagraph (f)(i) above; and
  - (iii) A sum, as profit on subparagraph f(i) 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 Government 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 shall 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 advance 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 requested 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 will 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.

**21. Recovery Of Debts Owed The District:**

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

**22. Examination Of Books, Etc. By The Office Of Inspector General And The District Of Columbia Auditor:**

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.

23.

**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.). 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 District of Columbia Human Rights Act (D. C. Official Code §2-1402.51).

(b) Pursuant to rules of the Office of Human Rights, published on August 15, 1986 in the D. C. Register, 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, familial status, family responsibilities, disability, matriculation, political affiliation, 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, familial status, family responsibilities, disability, matriculation, political affiliation, 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 District of Columbia Human Rights 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 Prime 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 Prime 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 Prime 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 Prime Contractor may request the District to enter into such litigation to protect the interest of the District.

**24. Definitions:**

The terms Mayor, Chief Procurement Officer, Contract Appeals Board and District shall mean the Mayor of the District of Columbia, the Chief Procurement Officer of the District of Columbia or his/her alternate, the Contract Appeals Board of the District of Columbia, and the Government of the District of Columbia respectively. If the Contractor is an individual, the term Contractor shall mean the Contractor, his heirs, his executive and his administrator. If the Contractor is a corporation, the term Contractor shall mean the Contractor and its successor.

**25. Estimated Quantities:**

It is the intent of the District to secure a contract for all of the needs of the designated Agencies for items specified herein which may occur during the contract term. The District agrees that it will purchase its requirements of the articles or services included herein from the Contractor. Articles and/or services specified herein have a history of repetitive use in the District agencies. The estimated quantities stated in the Invitation for Bids/Request for Proposals reflect the best estimates available. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of his obligation to fill all such orders. Orders will be placed from time to time if and when needs arise for delivery, ALL CHARGES PREPAID, to the ordering Agency. The District does not guarantee to order any specific quantities of any item(s) or including work hours of service.

**26. 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, and Department of Labor Regulations under the Act, and all Federal requirements in effect at time of bid opening/proposal submission.

**27. 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.

**28. Hiring Of District Residents:**

All new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, shall include the following basic goals and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

- (a) at least fifty-one (51) percent of all jobs created are to be performed by employees who are residents of the District of Columbia.
- (b) at least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council. The Contractor shall negotiate an Employment Agreement with the District of Columbia Department of

Employment Services for jobs created as a result of this contract. The Department of Employment Services shall be the contractor's first source of referral for qualified applicants trainees and other workers in the implementation of employment goals contained in this clause.

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29.

**Buy American Act:**

- (a) The Buy American Act (41 U.S.C. 10) provides that the District give preference to domestic end products.

"Components," as used in this clause, means those articles, materials, and supplies incorporated directly into the end products.

"Domestic end product," as used in this clause, means, (1) an unmanufactured end product mined or produced in the United States, or (2) an end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States, exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the products referred to in paragraphs (b)(2) or (3) of this clause shall be treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

"End products," as used in this clause, means those articles, materials, and supplies to be acquired for public use under this contract.

- (b) The Contractor shall deliver only domestic end products, except those-
- (1) For use outside the United States;
  - (2) That the District determines are not mined, produced, or manufactured in the United States in sufficient and reasonable available commercial quantities of a satisfactory quality;
  - (3) For which the agency determines that domestic preference would be inconsistent with the public interest; or
  - (4) For which the agency determines the cost to be un-Reasonable.

30.

**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. 351-358).

- (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 Government 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 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) The Contractor shall pay not less than the minimum wage and shall furnish fringe benefits to each service employee under this contract in accordance with the wages and benefits determined by the Secretary of Labor or the Secretary's authorized representative, as specified in any attachments to this contract.
- (2) If there is an attachment, the Contractor shall classify any class of service employees not listed in it, but to be employed under this contract. The classification shall provide a reasonable relationship to those listed in the attachment. The Contractor shall pay that class wages and fringe benefits determined by agreement of the interested parties: The contracting agency, the Contractor, and the employees who will perform the contract or their representatives. If the interested parties do not agree, the Contracting Officer shall submit the question, with a recommendation, for final determination by the Office of Government Contract Wage Standards, Wage and Hour Division, Employment Standards Administration (ESA), Department of Labor. Failure to pay such employees the compensation agreed upon by the interested parties or finally determined by ESA is a contract violation.
- (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 (c)(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.
- (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 under working 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—
    - (i) Name and address;
    - (ii) 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;
    - (iii) Daily and weekly hours worked; and
    - (iv) 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) of this clause. A copy of the report required by paragraph (k) of this clause will fulfill this requirement.

- (i) Withholding of payments and termination of contract. The Contracting Officer shall withhold from the prime Contractor under this or any other Government 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. Additionally, any failure to comply with the requirements of this clause may be grounds for termination for default.
- (j) Subcontracts. The Contractor agrees to insert this clause in all subcontracts.
- (k) 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 prime 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 prime 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.
- (l) Variations, tolerances, and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (c) through (k) 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 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.

**31. 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. By entering into this contract or submitting this offer, the Contractor or offeror certifies 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 or offer.
- (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;
  - (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 re-production 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.

**32. Cost-reimbursement Contracts:**

If this contract is a cost-reimbursement contract, then only costs determined in writing to be reimbursable by the Contracting Officer, in accordance with the cost principles set forth in rules issued pursuant to Title VI of the Procurement Practices Act of 1985 shall be reimbursable.

**33. Multiyear Contract:**

If this contract is a multiyear contract, then the following provisions are 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, if any. Unless otherwise provided for in the contract, the effect of termination is to discharge both the District government 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.

**34. 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.

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**EEO INFORMATION & MAYOR'S ORDER 85-85**

# YOUR LETTERHEAD

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## EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT

\_\_\_\_\_ SHALL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, OR PHYSICAL HANDICAP.

\_\_\_\_\_ AGREES TO AFFIRMATIVE ACTION TO ENSURE THAT APPLICANTS ARE EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, OR PHYSICAL HANDICAP. 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.

\_\_\_\_\_ AGREES TO POST IN CONSPICUOUS PLACES THE PROVISIONS CONCERNING NON-DISCRIMINATION AND AFFIRMATIVE ACTION.

\_\_\_\_\_ SHALL STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT PURSUANT TO SUBSECTION 1103.2 THROUGH 1103.10 OF MAYOR'S ORDER 85-85; "EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS IN CONTRACTS."

\_\_\_\_\_ AGREES TO PERMIT ACCESS TO ALL BOOKS PERTAINING TO ITS EMPLOYMENT PRACTICES, AND TO REQUIRE EACH SUBCONTRACTOR TO PERMIT ACCESS TO BOOKS AND RECORDS.

\_\_\_\_\_ AGREES TO COMPLY WITH ALL GUIDELINES FOR EQUAL EMPLOYMENT OPPORTUNITY APPLICABLE IN THE DISTRICT OF COLUMBIA.

\_\_\_\_\_ SHALL INCLUDE IN EVERY SUBCONTRACT THE EQUAL OPPORTUNITY CLAUSES, SUBSECTION 1103.2 THROUGH 1103.10 SO THAT SUCH PROVISIONS SHALL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

\_\_\_\_\_  
AUTHORIZED OFFICIAL AND TITLE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
FIRM/ORGANIZATION NAME

\_\_\_\_\_  
DATE

# YOUR LETTERHEAD

## ASSURANCE OF COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

MAYOR'S ORDER 85-85, EFFECTIVE JUNE 10, 1985, AND THE RULES IMPLEMENTING MAYOR'S ORDER 85-85, 33 DCR 4952, (PUBLISHED AUGUST 15, 1986), "ON COMPLIANCE WITH EQUAL OPPORTUNITY REQUIREMENTS IN DISTRICT GOVERNMENT CONTRACTS," ARE HEREBY INCLUDED AS PART OF THIS BID/PROPOSAL. THEREFORE, EACH BIDDER/OFFEROR SHALL INDICATE BELOW THEIR WRITTEN COMMITMENT TO ASSURE COMPLIANCE WITH MAYOR'S ORDER 85-85 AND THE IMPLEMENTING RULES. FAILURE TO COMPLY WITH THE SUBJECT MAYOR'S ORDER AND THE IMPLEMENTING RULES SHALL RESULT IN REJECTION OF THE RESPECTIVE BID/PROPOSAL.

I, \_\_\_\_\_, THE AUTHORIZED REPRESENTATIVE OF \_\_\_\_\_, HEREINAFTER REFERRED TO AS "THE CONTRACTOR," CERTIFY THAT THE CONTRACTOR IS FULLY AWARE OF ALL OF THE PROVISIONS OF MAYOR'S ORDER 85-85, EFFECTIVE JUNE 10, 1985, AND OF THE RULES IMPLEMENTING MAYOR'S ORDER 85-85, 33 DCR 4952. I FURTHER CERTIFY AND ASSURE THAT THE CONTRACTOR WILL FULLY COMPLY WITH ALL APPLICABLE PROVISIONS OF THE MAYOR'S ORDER AND IMPLEMENTING RULES IF AWARDED THE D.C. GOVERNMENT REFERENCED BY THE CONTRACT NUMBER ENTERED BELOW. FURTHER, THE CONTRACTOR ACKNOWLEDGES AND UNDERSTANDS THAT THE AWARD OF SAID CONTRACT AND ITS CONTINUATION ARE SPECIFICALLY CONDITIONED UPON THE CONTRACTOR'S COMPLIANCE WITH THE ABOVE-CITED ORDER AND RULES.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
CONTRACT NUMBER

\_\_\_\_\_  
DATE



**SECTION D - EMPLOYMENT DATA**

Employment at this establishment - Report all permanent, temporary, or part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zero. In columns 1, 2, and 3, include ALL employees in the establishment including those in minority groups

JOB CATEGORIES	TOTAL EMPLOYEES IN ESTABLISHMENT			MINORITY GROUP EMPLOYEES								
	Total Employees Including Minorities (1)	Total Male Including Minorities (2)	Total Female Including Minorities (3)	MALE				FEMALE				
				Black (4)	Oriental (5)	American Indian (6)	Spanish Surname American (7)	Black (8)	Oriental (9)	American Indian (10)	Spanish Surname American (11)	
Officials and Managers												
Professionals												
Technicians												
Sales Workers												
Office and Clerical												
Craftsman (Skilled)												
Operative (Semi-Skilled)												
Laborers (Unskilled)												
Service Workers												
<b>TOTAL</b>												
Employ reported in previous report												

(The trainee below should also be included in the figures for the appropriate occupation categories above)

Formal On-The-Job Trainee	White collar	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
Production												

- |                                                                                                                      |                        |                                       |                                                                      |
|----------------------------------------------------------------------------------------------------------------------|------------------------|---------------------------------------|----------------------------------------------------------------------|
| 1. How was information as to race or ethnic group in Section D obtained?<br>a. Visual Survey<br>b. Employment Record | c. Other Specify _____ | 2. Dates of payroll period used _____ | 3. Pay period of last report submitted for this establishment. _____ |
|----------------------------------------------------------------------------------------------------------------------|------------------------|---------------------------------------|----------------------------------------------------------------------|

**Section E - REMARKS.** Use this Item to give any identification data appearing on last report which differs from that given above, explain major changes in composition or reporting units, and other pertinent information.

**Section F - CERTIFICATION**

- Check One:   
 1. All reports are accurate and were prepared in accordance with the instructions (check on consolidated only)   
 2. This report is accurate and was prepared in accordance with the instructions.

Name of Authorized Official \_\_\_\_\_ Title \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Name of person contact regarding This report (Type of print) \_\_\_\_\_ Address (Number and street) \_\_\_\_\_

Title \_\_\_\_\_ City and State \_\_\_\_\_ Zip Code \_\_\_\_\_ Telephone Number \_\_\_\_\_ Extension \_\_\_\_\_

INFORMATION CITED HEREIN SHALL BE HELD IN CONFIDENCE.

SOLICITATION NO: \_\_\_\_\_

PROJECTED GOALS AND TIMETABLES FOR FUTURE HIRING

MINORITY GROUP EMPLOYEES GOALS

TIMETABLES

JOB CATEGORIES	MALE				FEMALE			
	BLACK	ASIAN	AMERICAN INDIAN	HISPANIC	BLACK	ASIAN	AMERICAN INDIAN	HISPANIC
OFFICIALS & MANAGERS								
PROFESSIONALS								
TECHNICIANS								
SALES WORKERS								
OFFICE AND CLERICAL								
CRAFTSMANS (SKILLELD)								
OPERATIVE (SEMI-SKILLED)								
LABORERS (UNSKILLED)								
SERVICE WORKERS								
TOTALS								

NAME OF AUTHORIZED OFFICIAL: \_\_\_\_\_ TITLE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

FIRM NAME: \_\_\_\_\_ TELEPHONE NO: \_\_\_\_\_ DATE: \_\_\_\_\_

INDICATE IF THE PRIME UTILIZES A "MINORITY FINANCIAL INSTITUTION"  
 \_\_\_\_\_ Yes \_\_\_\_\_ No

NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 TYPE OF ACCOUNT/S: \_\_\_\_\_

**District of Columbia Register**  
**GOVERNMENT OF THE DISTRICT OF COLUMBIA**

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**ADMINISTRATIVE ISSUANCE SYSTEM**

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**SUBJECT:** Compliance with Equal Opportunity Obligations in Contracts

**ORIGINATING AGENCY:** Office of the Mayor

By virtue of the authority vested in me as Mayor of the District of Columbia by Section 422 of the District of Columbia self-government and Government Reorganization Act of 1973 as amended, D.C. Code section 1-242 (1981-Ed.), it is hereby ORDERED that Commissioner's Order No. 73-51, dated February 28, 1973, is hereby rescinded and reissued in its entirety to read as follows:

1. **Establishment of Policy:** There is established a policy of the District of Columbia Government to:
  - (a) provide equal opportunity in employment for all persons with respect to any contract by and with the Government of the District of Columbia.
  - (b) prohibit discrimination in employment because of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap;
  - (c) provide equal opportunity to all persons for participation in all District of Columbia Government contracts, including but not limited to lease agreements, Industrial Revenue Bond financing, and Urban Development Action grants;
  - (d) provide equal opportunity to minority business enterprises in the performance of District of Columbia Government contracts in accordance with Mayor's Orders, District of Columbia laws, and rules and regulations promulgated by the Minority Business Opportunity Commission; and
  - (e) promote the full realization of equal employment through affirmative, continuing programs by contractors and subcontractors in the performance of contracts with the District of Columbia Government.
2. **Delegation of Authority:** The Director of the Office of Human Rights (hereinafter "Director") is delegated the authority vested in the Mayor to implement the provisions of this order as set forth herein, and any rules, regulations, guidelines, and procedures adopted pursuant thereto.
3. **Responsibilities:** The Director of the Office of Human Rights shall be responsible for establishing and ensuring agency compliance with the policy set forth in this Order, any rules, regulations, and procedures that may be adopted by the Office of Human Rights pursuant to this Order, and any other equal opportunity provisions as may be added as a part of any contract.
4. **Powers and Duties:** The Director of the Office of Human Rights shall have the following powers and duties:
  - (a) to establish standards and procedures by which contractors and subcontractors who perform under District of Columbia Government contracts shall comply with the equal opportunity provisions of their contracts; to issue all orders, rules, regulations, guidelines, and procedures the Director may deem necessary and proper for carrying out and implementing the purposes of this Order;
  - (b) to assume equal opportunity compliance jurisdiction over any matter pending before a contracting agency where the Director considers it necessary or appropriate for the achievement of the purposes of

this Order, keep the contracting agency informed of all actions taken, and act through the contracting agency to the extent appropriate and practicable;

- (c) to examine the employment practices of any District of Columbia Government contractor or subcontractor, or initiate the examination by the appropriate contracting agency to determine whether or not the contractual provisions specified in any rules and regulations adopted pursuant to this Order have been violated, and notify the contracting agency of any action taken or recommended;
- (d) to monitor and evaluate all District of Columbia Government agencies, including those independent agencies and commissions not required to submit the Affirmative Action Programs of their contractors to the Office of Human Rights for approval, to ensure compliance with the equal opportunity obligations in contracts;
- (e) to use his or her best efforts to cause any labor union engaged in work under District of Columbia Government contracts, any referral, recruiting or training agency, or any other representative of workers who are or may be engaged in work under contracts and subcontracts to cooperate in and to comply with the implementation of the purposes of this Order;
- (f) to notify, when appropriate, the concerned contracting agencies, the Office of Federal Contract Compliance Programs, the U.S. Department of Justice, or other appropriate Federal, State, and District agencies, whenever the Director has reason to believe that practices of any contractor, labor organization, lending institution, insurance firm, or agency violate provisions of Federal, State, or District, laws;
- (g) to enter, where the determinations are made by Federal, State, or District agencies, into reciprocal agreements with those agencies to receive the appropriate information;
- (h) to hold hearings, public or private, as necessary to obtain compliance with any rules, regulations, and procedures promulgated pursuant to this Order, and to issue orders relating thereto. No order to terminate or cancel a contract, or to withhold from any contractor further District of Columbia Government contractors shall be issued without affording the contractor an opportunity for a hearing. Any order to terminate or cancel a contract or to withhold from any contractor further District of Columbia Government contracts shall be issued in accordance with rules, and regulations pursuant to the Administrative Procedure Act, as amended and;
- (i) to grant waivers from the minimum standards for the employment of minorities and women in Affirmative Action Programs in exceptional cases, as circumstances may warrant.

5. Duties of Contracting Agencies: Each contracting agency shall have the following duties:

- (a) the initial responsibility for ensuring that contractors and subcontractors are in compliance with any rules, regulations, and procedures promulgated pursuant to this Order;
- (b) to examine the employment practices of contractors and subcontractors in accordance with procedures established by the Office of Human Rights, and report any compliance action to the Director of the Office of Human Rights;
- (c) to comply with the terms of this Order and of the orders, rules, regulations, guidelines, and procedures of the Office of Human Rights issued pursuant thereto in discharging their responsibility for securing contract compliance; and
- (d) to secure compliance with any rules, regulations, and procedures promulgated pursuant to this Order before or after the execution of a contract by methods, of conference, conciliation and persuasion. No enforcement proceedings shall be initiated, nor shall a contract be cancelled or terminated in whole or in part, unless such methods have first been attempted.

6. Procedures: The procedures to be followed in implementing this Order shall be those set forth in

Orders, rules, regulations, and guidelines as may be promulgated by the Office of Human Rights.

7. Severability: If any section, subsection, sentence, clause, phrase, or portion of the provisions in this Order is for any reason declared by any court of competent jurisdiction to be invalid or unconstitutional, such section, subsection, sentence, clause, phrase, or portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining provisions of this order.
8. Effective Date: This Order shall become effective immediately.

Signed by Marion Barry, Jr.  
Mayor

ATTEST: Signed by Clifton B. Smith.  
Secretary of the District of Columbia

**OFFICE OF HUMAN RIGHTS**  
**NOTICE OF FINAL RULEMAKING**

The Director of the Office of Human Rights hereby gives notice of the adoption of the following final rules governing standards and procedures for equal employment opportunity applicable to contractors and subcontractors under District of Columbia Government Contracts. Notice of Proposed Rulemaking was published for public comment in the D.C. Register on April 11, 1986 at 33 DCR 2243. Based on some the comments received and upon further review by the Office of Human Rights, minor revisions were made in the rules at the following subsections: 1104.1, 1104.2, 1104.4, 1104.13, 1104.17(e) (5), 1104.28, 1107.1, 1199.1, and at page 15 the definition of minority was written out in addition to citing its D.C. Code. None of the revisions change the intent of the proposed final rules. Final action to adopt these final rules was taken on August 4, 1986, and will be effective upon publication of this notice in the Register.

**CHAPTER 11 EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS IN CONTRACTS**

1100.□      **PURPOSE**

1100.1      These rules shall govern standards and procedures to be followed by contractors and subcontractors performing under District of Columbia Government contracts for goods and services, including construction contracts, for the purpose of assuring equal employment opportunity for minorities and women.

1100.2      These rules establish requirements for contractors and subcontractors regarding their commitment to observe specific standards for the employment of minorities and women and to achieve affirmative action obligations under District of Columbia contracts. These rules are not intended nor shall be used to discriminate against any qualified applicant for employment or employee.

1101      **SCOPE**

1101.1      Except as hereinafter exempted, the provisions of this chapter shall apply to all District of Columbia Government contracts subject to Mayor's Order No. 85-85, and any rules, regulations, and procedures promulgated pursuant to that Mayor's Order.

1102      **COVERAGE**

1102.1      The provisions of this chapter shall govern the processing of any matter before the Office Human Rights involving the following:

- (a) Discrimination in employment on grounds of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap by any District of Columbia Government contractor, and
- (b) Achievement of affirmative action obligations under District of Columbia contracts.

1103      **CONTRACT PROVISIONS**

1103.1      Each contract for goods and services, including construction contracts, except construction subcontracts for standard commercial supplies or raw materials, shall include as express contractual provisions the language contained in subsections 1103.2 through 1103.10.

1103.2      The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap.

1103.3 The contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap. 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.

1103.4 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 1103.2 and 1103.3 concerning non-discrimination and affirmative action.

1103.5 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 1103.2

1103.6 The contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement, or other contract or understanding, a notice to be provided by the Contracting Agency, advising each labor union or workers' representative of the contractor's commitments under this chapter, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

1103.7 The contractor agrees to permit access to all books, records, and accounts, pertaining to its employment practices, by the Director and the Contracting Agency 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.

1103.8 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, or any authorized official.

1103.9 The prime contractor shall include in every subcontract the equal opportunity clauses, subsections 1103.2 through 1103.10 of this section, so that such provisions shall be binding upon each subcontractor or vendor.

1103.10 The prime contractor shall take such action with respect to any subcontractor as the Contracting Officer may direct as a means of enforcing these provisions, including sanctions for non-compliance; provided, however, that in the event the prime 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 prime contractor may request the District to enter into such litigation to protect the interest of the District.

#### 1104 AFFIRMATIVE ACTION PROGRAM

1104.1 Each apparent low bidder for a construction contract shall complete and submit to the Contracting Agency, prior to the execution of any contract in the amount of twenty-five thousand dollars (\$25,000) or more, and each contractor covered under subsection 1105.1, an Affirmative Action Program to ensure equal opportunity which shall include specific standards for the utilization of minorities and women in the trades, crafts and skills to be used by the contractor in the performance of the contract.

1104.2 Each apparent low bidder or offeror for a non-construction contract shall complete and submit to the Contracting Agency, prior to the execution of any contract in the amount of ten thousand dollars (\$10,000) or more, and each contractor covered under subsection 1105.2, an Affirmative Action Program to ensure equal opportunity which shall include specific standards for the utilization of minorities in the job categories specified in subsection 1108.4.

1104.3 To ensure equal opportunity each Affirmative Action Program shall include the following commitments:

- (a) With respect to construction contracts, each contractor shall certify that it will comply with the provisions of this chapter, and submit a personnel utilization schedule for all the trades the contractor is to utilize, indicating the actual numbers of minority and female workers that are expected to be a part of the workforce performing under the contract; and
- (b) With respect to non-construction contracts, each contractor shall certify that it will comply with the provisions of this chapter, and shall submit a personnel utilization schedule indicating by craft and skill, the minority composition of the workforce related to the performance of the work under the contract. The schedule shall include all workers located in the facility from which the goods and services are produced and shall include the same information for other facilities which have a significant relationship to the performance of work under the contract.

1104.4 If the experience of the contractor with any local union from which it will secure employees indicates that the union will not refer sufficient minorities or women to meet minority or female employment commitments, the contractor shall, not less than ten (10) days prior to the employment of any person on the project subject to the jurisdiction of that local union, do the following:

- (a) Notify the District of Columbia Department of Employment Services and at least two (2) minority and two (2) female referral organizations of the contractor's personnel needs, and request referral of minority and female workers; and
- (b) Notify any minority and female workers who have been listed with the contractors as awaiting vacancies.

1104.5 If, within five (5) working days prior to commencement of work, the contractor determines that the Department of Employment Services or the minority or female referral organizations are unable to refer sufficient minorities or women to meet its commitments, the contractor may take steps to hire, by referral or otherwise, from the local union membership to fill the remaining job openings, provided that it notifies the local union of its personnel needs and of its employment commitments. Evidence of the notification shall be provided to the Contracting Agency.

1104.6 The contractor shall have standing requests for additional referrals of minority and female workers with the local union, the Department of Employment Services, and the other referral sources, until such time as the contractor has met its minority and female employment commitments.

1104.7 If the contractor desires to lay off some of its employees in a given trade on a construction site, it shall ensure that the required number of minority and female employees remain on the site to meet the minority and female commitments.

1104.8 No contractor shall refuse employment to any individual who has minimal facility to speak English except where the contractor can demonstrate that the facility to speak English is necessary for the performance of the job.

- 1104.9 No union with which the contractor has a collective bargaining agreement shall refuse to refer minority and female employees to such contractor.
- 1104.10 To the extent that contractors have delegated the responsibility for some of their employment practices to some other organization or agency which prevents them from meeting their equal opportunity obligations, those contractors shall not be considered to be in compliance with this chapter.
- 1104.11 The obligations of the contractor shall not be reduced, modified, or subject to any provision in any collective bargaining agreement with labor organization which provides that the labor organizations shall have the exclusive or primary opportunity to refer employees.
- 1104.12 When any contractor employs a minority person or woman in order to comply with this chapter, those persons shall be advised of their right to seek union membership, the contractor shall provide whatever assistance may be appropriate to enable that person to obtain membership, and the contractor shall notify the appropriate union of that person's employment.
- 1104.13 The contractor shall not discharge, refuse to employ, or otherwise adversely affect any minority person or woman because of any provision in any collective bargaining agreement, or any understanding, written or oral that the contractor may have with any labor organization.
- 1104.14 If at any time, because of lack of cooperation or overt conduct, a labor organization impedes or interferes with the contractor's Affirmative Action Program, the contractor shall notify the Contracting Agency and the Director immediately, setting forth the relevant circumstances.
- 1104.15 In any proceeding involving a disagreement between a labor organization and the contractor over the implementation of the contractor's Affirmative Action Program, the Contracting Agency and the Office of Human Rights may become a party to the proceeding.
- 1104.16 In determining whether or not a contractor is utilizing minorities and females pursuant to Section 1108, consideration shall be given to the following factors:
- (a) The proportion of minorities and women employed in the trades and as laborers in the construction industry within the District of Columbia;
  - (b) The proportion of minorities and women employed in the crafts or as operatives in non-construction industries within the District of Columbia;
  - (c) The number and ratio of unemployed minorities and women to total unemployment in the District of Columbia;
  - (d) The availability of qualified and qualifiable minorities and women for employment in any comparable line of work, including where they are now working and how they may be brought into the contractor's workforce;
  - (e) The effectiveness of existing training programs in the area, including the number who complete training, the length and extent of training, employer experience with trainees, and the need for additional or expanded training programs; and
  - (f) The number of additional workers that could be absorbed into each trade or line of work without displacing present employees, including consideration of present employee shortages, projected growth of the trade or line of work, and projected employee turnover.
- 1104.17 The contractor's commitment to specific standards for the utilization of minorities and females as required under this chapter shall include a commitment to make every good faith effort to meet

those standards. If the contractor has failed to meet the standards, a determination of "good faith" shall be based upon the contractor's documented equal opportunity efforts to broaden its equal employment program which shall include, but may not necessarily be limited to, the following requirements:

- (a) The contractor shall notify the community organizations that the contractor has employment opportunities available and shall maintain records of the organizations' responses;
- (b) The contractor shall maintain a file of the names and addresses of each minority and female worker referred to it and what action was taken with respect to each referred worker. If that worker was not sent to the union hiring hall for referral or if the worker was not employed by the contractor, the contractor's file shall be documented and the reasons therefore;
- (c) The contractor shall notify the Contracting Agency and the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority or female worker originally sent to the union by the contractor for union registration, or the contractor has other information that the union referral process has impeded the contractor's efforts to meet its goals;
- (d) The contractor shall participate in training programs related to its personnel needs;
- (e) The contractor shall disseminate its EEO policy internally by doing the following:
  - (1) Including it in any organizational manual;
  - (2) Publicizing it in company newspapers, annual report, etc.;
  - (3) Conducting staff, employee, and union representatives meetings to explain and discuss the policy;
  - (4) Posting; and
  - (5) Reviewing the policy with minority and female employees.
- (f) The contractor shall disseminate its EEO policy externally by doing the following:
  - (1) Informing and discussing it with all recruitment sources;
  - (2) Advertising in news media, specifically including news media directed to minorities and women;
  - (3) Notifying and discussing it with all known minority and women's organizations; and
  - (4) Notifying and discussing it with all subcontractors and suppliers.

1104.18

The contractor shall make specific recruitment efforts, both written and oral, directed at all minority and women's training organizations within the contractor's recruitment area.

1104.19

The contractor shall encourage present employees to assist in the recruitment of minorities and women for employment.

1104.20

The contractor shall validate all qualifications, selection requirements, and tests in accordance with the guidelines of the Equal Employment Opportunity Commission.

- 1104.21 The contractor shall make good faith efforts to provide after school, summer and vacation employment to minority youths and young women.
- 1104.22 The contractor shall develop on-the-job training opportunities, and participate and assist in any association or employer group training programs relevant to the contractor's employee needs.
- 1104.23 The contractor shall continually inventory and evaluate all minority and female personnel for promotion opportunities.
- 1104.24 The contractor shall make sure that seniority practices, job classifications, qualifications, etc. do not have a discriminatory effect on minorities and women.
- 1104.25 The contractor shall make certain that all facilities and company activities are nonsegregated.
- 1104.26 The contractor shall continually monitor all personnel activities to ensure that its EEO policy is being carried out.
- 1104.27 The contractor may utilize minority banking facilities as depositories for funds which may be involved, directly or indirectly, in the performance of the contract.
- 1104.28 The contractor shall employ minority and female workers without respect to union membership in sufficient numbers to meet the minority and female employment standards, if the experience of the contractor with any labor union from which it will secure employees does not indicate that it will refer sufficient minorities and females to meet its minority and female employment standards.
- 1104.29 The contractor shall ensure that all of its employees as well as those of its subcontractors are made knowledgeable about the contractor's equal opportunity policy.
- 1104.30 [Reserved]
- 1104.31 Each contractor shall include in all bid invitations or other pre-bid communications, written or otherwise, with respect to prospective subcontractors, the standards, as applicable, which are required under this chapter.
- 1104.32 Whenever a contractor subcontracts a portion of the work in any trade, craft or skill it shall include in the subcontract, its commitment made under this chapter, as applicable, which shall be adopted by its subcontractors who shall be bound thereby and by the regulations of this chapter to the full extent as if it were the prime contractor.
- 1104.33 The prime contractor shall give notice to the Director and the Contracting Agency of any refusal or failure of any subcontractor to fulfill its obligations under this chapter.
- 1104.34 Failure of compliance by any subcontractor shall be treated in the same manner as a failure by the prime contractor.
- 1105 EXEMPTIONS
- 1105.1 Prospective construction contractors shall be exempt from submitting Affirmative Action Programs for contracts amounting to less than twenty-five thousand dollars (\$25,000); provided, that when a construction contractor accumulates contracts amounting to twenty-five thousand dollars (\$25,000) or more within a period of twelve (12) months that contractor shall be required to submit an Affirmative Action Program for each contract executed thereafter.
- 1105.2 Prospective non-construction contractors shall be exempt from submitting Affirmative Action Programs for contracts amounting to less than ten thousand dollars (\$10,000); provided, that when

a non-construction contractor accumulates contracts amounting to ten thousand dollars (\$10,00) or more during a period of twelve (12) months that contractor shall be required to submit an Affirmative Action Program for each contract executed thereafter.

1106

#### NONRESPONSIBLE CONTRACTORS

1106.1 If a bidder or offeror fails either to submit a complete and satisfactory Affirmative Action Program or to submit a revised Affirmative Action Program that meets the approval of the Director, as required pursuant to this chapter, the Director may direct the Contracting Officer to declare the bidder or offeror to be nonresponsible and ineligible for award of the contract.

1106.2 Any untimely submission of an Affirmative Action Program may, upon order of the Director, be rejected by the Contracting Officer.

1106.3 In no case shall there be any negotiation over the provision of specific utilization standards submitted by the bidder or offeror after the opening of bids or receipt of offer and prior to award.

1106.4 If any directive or order relating to nonresponsibility is issued under this section, the Director shall afford the bidder or offeror a reasonable opportunity to be heard in opposition to such action in accordance with subsection 1118.1, or in support of a request for waiver under section 1109.

1107

#### NOTICE OF COMPLIANCE

1107.1 Each Contracting Agency shall include, or require the contract bidder or offeror to include, in the invitation for bids or other solicitation used for a D.C. Government-involved contract, a notice stating that to be eligible for consideration, each bidder or offeror shall be required to comply with the provisions of this chapter for the trades, crafts and skills to be used during the term of the performance of the contract whether or not the work is subcontracted.

1108

#### MINIMUM STANDARDS FOR MINORITY AND FEMALE EMPLOYMENT

1108.1 The minimum standards for the utilization of minorities in the District of Columbia Government construction contracts shall be forty-two percent (42%) in each trade for each project, and an aggregate workforce standard of six and nine-tenths percent (6.9%) for females in each project. Any changes in Federal standards pertaining to minority group and female employment in Federally-involved construction contracts shall be taken into consideration in any review of these requirements.

1108.2

The construction contractor's standards established in accordance with subsection 1108.1 shall express the contractor's commitment of the forty-two percent (42%) of minority personnel who will be working in each specified trade on each of the contractor's District of Columbia Government projects, and the aggregate standard of six and nine-tenths percent (6.9%) for the employment of females in each District of Columbia Government contract.

1108.3

The hours for minority and female workers shall be substantially uniform throughout the entire length of the construction contract for each trade used, to the effect that the same percentage of minority workers in the trades used shall be working throughout the length of work in each trade on each project, and the aggregate percentage in each project for females.

1108.4

The minimum standard for the utilization of minorities in non-construction contracts shall be twenty-five percent (25%) in each of the following nine (9) job categories:

(a) Officials and managers;

(b) Professionals;

- (c) Technicians;
- (d) Sales workers;
- (e) Office and clerical workers;
- (f) Craftpersons (Skilled);
- (g) Operative (Semi-skilled);
- (h) Laborers (Unskilled); and
- (i) Service workers.

1108.5 With respect to non-construction contracts the contractor's standards established in accordance with subsection 1108.4 shall express the contractor's commitment of the twenty-five percent (25%) of minority personnel who will be working in each specified craft or skill in each contract.

1109 WAIVERS

1109.1 The Director may grant a waiver to a prospective contractor from the requirement to submit a set of minimum standards for the employment of minorities and women in a particular contract, if before the execution of the contract and approval of the Affirmative Action Program, the contractor can document and otherwise prove it is unable to meet the standards in the performance of the contract.

1110 SOLICITATION OF CONTRACT

1110.1 Each solicitation for contract covered by section 1104 shall contain a statement that contractors shall comply with the minimum standards established pursuant to these rules for ensuring equal opportunity.

1110.2 The contract solicitation shall require that each bidder or offeror certify that it intends to meet the applicable minimum standards in section 1108 in order to be considered for the contract.

1111 PRIOR TO EXECUTION OF CONTRACT

1111.1 Upon being designated the apparent low bidder or offeror, that contractor shall submit a detailed Affirmative Action Program that sets forth the following:

- (1) The composition of its current total workforce; and
- (2) The composition of the workforce by race, color, national origin, and sex to be used in the performance of the contract and that of all known subcontractors that will be utilized to perform the contract.

1111.2 The apparent low bidder or offeror shall submit an Affirmative Action Program in accordance with section 1104 describing the actions it will take to ensure compliance with this chapter which shall be subject, prior to the execution of any contract, to the approval of the Director.

1111.3 If the Office of Human Rights does not act within ten (10) working days after the receipt of the Affirmative Action Program sent for approval, the Contracting Agency may proceed on its own determination to execute the contract.

1111.4 The apparent low bidder or offeror shall submit an Affirmative Action Program within a period of time to specified by each Contracting Agency, but which shall not exceed ten (10) working days after becoming the apparent contractor.

1111.5 The apparent low bidder or offeror shall furnish all information and reports to the Contracting Agency as required by this chapter, and shall permit access to all books or records pertaining to its employment practices or worksites.

1111.6 No contract subject to section 1104 shall be executed by the Contracting Agency, if the apparent low bidder or offeror does not submit an Affirmative Action Program, or if the Program has been disapproved in writing by the Director.

1111.7 If there is disagreement between the contractor and the Contracting Officer as to the adequacy of the Affirmative Action Program, the matter shall be referred to the Director for a decision.

#### 1112 AFTER EXECUTION OF CONTRACT

1112.1 Each contractor shall maintain throughout the term of the contract the minimum standards for the employment of minorities and women, as set forth in the approved Affirmative Action Program.

1112.2 Each contractor shall require that each subcontractor, or vendor under the contract comply with the provision of the contract and the Affirmative Action Program.

1112.3 Each contractor shall furnish all information as required by this chapter, and permit access to all books and records pertaining to the contractor's employment practices and work sites by the Director and the Contracting Agency for purposes of investigation to ascertain compliance with this chapter.

#### 1113 MONITORING AND EVALUATION

1113.1 The Director shall, from time to time, monitor and evaluate all District of Columbia Government agencies, including those independent agencies and commissions not required to submit the Affirmative Action Program of their contractors, to ensure compliance with the equal opportunity obligations in contracts, as provided for in this chapter.

#### 1114 AFFIRMATIVE ACTION TRAINING PROGRAM

1114.1 Each contractor, in fulfilling its affirmative action responsibilities under a contract with the District of Columbia Government, shall be required to have, as part of its Affirmative Action Program, an existing training program for the purpose of training, upgrading, and promotion of minority and female employees or to utilize existing programs. Those programs shall include, but not be limited to, the following:

- (a) To be consistent with its personnel requirements, the contractor shall make full use of the applicable training programs, including apprenticeship, on-the job training, and skill refinement training for journeymen. Recruitment for the program shall be designed to provide for appropriate participation by minority group members and women;
- (b) The contractor may utilize a company-operated skill refinement training program. This program shall be formal and shall be responsive to the work to be performed under the contract;
- (c) The contractor may utilize formal private training institutions that have as their objective training and skill refinement appropriate to the classification of the workers employed. When training is provided by a private organization the following information shall be supplied:

- (1) The name of the organization;
- (2) The name, address, social security number, and classification of the initial employees and any subsequent employees chosen during the course of the contract; and
- (3) The identity of the trades, and crafts or skills involved in the training.

1114.2 If the contractor relies, in whole or in part, upon unions as a source of its workforce, the contractor shall use its best efforts, in cooperation with unions, to develop joint training programs aimed toward qualifying more minorities and females for membership in the union, and increasing the skills of minority and female employees so that they may qualify for higher paying employment.

1114.3 Approval of training programs by the Contracting Agency shall be predicated, among other things, upon the quality of training, numbers of trainees and trades, crafts or skills involved, and whether the training is responsive to the policies of the District of Columbia and the needs of the minority and female community. Minority and female applicants for apprenticeship or training should be selected in sufficient numbers as to ensure an acceptable level of participation sufficient to overcome the effects of past discrimination.

#### 1115 COMPLIANCE REVIEW

1115.1 The Director and the Contracting Agency shall review the contractor's employment practices during the performance of the Contract. Routine or special reviews of contractors shall be conducted by the Contracting Agency or the Director in order to ascertain the extent to which the policy of Mayor's Order No. 85-85, and the requirements in this chapter are being implemented and to furnish information that may be useful to the Director and the Contracting Agency in carrying out their functions under this chapter.

1115.2 A routine compliance review shall consist of a general review of the practices of the contractor to ascertain compliance with the requirements of this chapter, and shall be considered a normal part of contract administration.

1115.3 A special compliance review shall consist of a comprehensive review of the employment practices of the contractor with respect to the requirements of this chapter, and shall be conducted when warranted.

#### 1116 ENFORCEMENT

1116.1 If the contractor does not comply with the equal opportunity clauses in a particular contract, including subsections 1103.2 through 1103.10 of this chapter, that contract may be cancelled in whole or in part, and the contractor may be declared by the Director or the Contracting Officer to be ineligible for further District of Columbia Government Contracts subject to applicable laws and regulations governing debarment.

1116.2 If the contractor meets its goals or if the contractor can demonstrate that it has made every good faith effort to meet those goals, the contractor will be presumed to be in compliance with this chapter, and no formal sanction shall be instituted unless the Director otherwise determines that the contractor is not providing equal employment opportunity.

1116.3 When the Director proceeds with a formal hearing she or he has the burden of proving that the contractor has not met the requirements of this chapter, but the contractor's failure to meet its goals shall shift to it the requirement to come forward with evidence to show that it has met the good faith requirements of this chapter.

1117 COMPLAINTS

1117.1 The Director may initiate investigations of individual instances and patterns of discriminatory conduct, initiate complaints thereupon and keep the Contracting Agency informed of those actions.

1117.2 If the investigation indicates the existence of an apparent violation of the non-discrimination provisions of the contract required under section 1103 of this chapter the matter may be resolved by the methods of conference, conciliation, mediation, or persuasion.

1117.3 If an apparent violation of the non-discrimination provisions of the contract required under section 1103 of this chapter is not resolved by methods of conference, conciliation, mediation, or persuasion, the Director of the Contracting Officer may issue a notice requiring the contractor in question to show cause, within thirty (30) days, why enforcement proceedings or other appropriate action should not be initiated.

1117.4 Any employee of any District of Columbia Government contractor or applicant for employment who believes himself or herself to be aggrieved may, in person or by an authorized representative, file in writing, a complaint of alleged discrimination with the Director.

1118 HEARINGS

1118.1 In the event that a dispute arises between a bidder, offeror or prospective contractor and the Director or the Contracting Officer as to whether the proposed program of affirmative action for providing equal employment opportunity submitted by such bidder, offeror or prospective contractor complies with the requirements of this chapter and cannot be resolved by the methods of conference, conciliation, mediation, or persuasion, the bidder, offeror or prospective contractor in question shall be afforded the opportunity for a hearing before the Director.

1118.2 If a case in which an investigation by the Director or the Contracting Agency has shown the existence of an apparent violation of the non-discrimination provisions of the contract required under section 1103 is not resolved by the methods specified in subsection 1117.2, the Director may issue a notice requiring the contractor in question to show cause, within thirty (30) days, why enforcement proceedings or other appropriate action should not be initiated. The contractor in question shall also be afforded the opportunity for a hearing before the Director.

1118.3 The Director may hold a hearing on any complaint or violation under this chapter, and make determinations based on the facts brought before the hearing.

1118.4 Whenever the Director holds a hearing it is to be held pursuant to the Human Rights Act of 1977, a notice of thirty (30) working days for the hearing shall be given by registered mail, return receipt requested, to the contractor in question. The notice shall include the following:

- (a) A convenient time and place of hearing;
- (b) A statement of the provisions in this chapter or any other laws or regulations pursuant to which the hearing is to be held; and
- (c) A concise statement of the matters to be brought before the hearing.

1118.5 All hearings shall be open to the public and shall be conducted in accordance with rules, regulations, and procedures promulgated pursuant to the Human Rights Act of 1977.

1119 SANCTIONS

1119.1 The Director, upon finding that a contractor has failed to comply with the non-discrimination provisions of the contract required under section 1103, or has failed to make a good faith effort to achieve the utilization standards under an approved Affirmative Action Program, may impose sanctions contained in this section in addition to any sanction or remedies as may be imposed or invoked under the Human Rights Act of 1977.

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1119.2 Sanctions imposed by the Director may include the following:

- (a) Order that the contractor be declared ineligible from consideration for award of District of Columbia Government contracts or subcontracts until such time as the Director may be satisfied that the contractor has established and will maintain equal opportunity policies in compliance with this chapter; and
- (b) Direct each Contracting Officer administering any existing contract to cancel, terminate, or suspend the contract or any portion thereof, and to deny any extension, modification, or change, unless the contractor provides a program of future compliance satisfactory to the Director.

1119.3 Any sanction imposed under this chapter may be rescinded or modified upon reconsideration by the Director.

1119.4 An appeal of any sanction imposed by order of the Director under this chapter may be taken pursuant to applicable clauses of the affected contract or provisions of law and regulations governing District of Columbia Government contracts.

## 1120 NOTIFICATIONS

1120.1 The Director shall forward in writing notice of his or her findings of any violations of this chapter to the Contracting Officer for appropriate action under the contract.

1120.2 Whenever it appears that the holder of or an applicant for a permit, license or franchise issued by any agency or authority of the Government of the District of Columbia is a person determined to be in violation of this chapter the Director may, at any time he or she deems that action the Director may take or may have taken under the authority of this chapter, refer to the proper licensing agency or authority the facts and identities of all persons involved in the violation for such action as the agency or authority, in its judgement, considers appropriate based upon the facts thus disclosed to it.

1120.3 The Director may publish, or cause to be published, the names of contractors or unions which have been determined to have complied or have failed to comply with the provisions of the rules in this chapter.

## 1121 DISTRICT ASSISTED PROGRAMS

1121.1 Each agency which administers a program involving leasing of District of Columbia Government owned or controlled real property, or the financing of construction under industrial revenue bonds or urban development action grants, shall require as a condition for the approval of any agreement for leasing, bond issuance, or development action grant, that the applicant undertake and agree to incorporate, or cause to be incorporated into all construction contracts relating to or assisted by such agreements, the contract provisions prescribed for District of Columbia Government contracts by section 1103, preserving in substance the contractor's obligation under those provision.

## 1199 DEFINITIONS

The following words and phrases set forth in this section, when used in this chapter, shall have the following meanings ascribed:

**Contract** – any binding legal relationship between the District of Columbia and a contractor for supplies or services, including but not limited to any District of Columbia Government or District of Columbia Government assisted construction or project, lease agreements, Industrial Revenue Bond financing, and Urban Development Action grant, or for the lease of District of Columbia property in which the parties, respectively, do not stand in the relationship of employer and employee.

**Contracting Agency** – any department, agency, or establishment of the District of Columbia which is authorized to enter into contracts.

**Contracting Officer** – any official of a contracting agency who is vested with the authority to execute contracts on behalf of said agency.

**Contractor** – any prime contractor holding a contract with the District of Columbia Government. The term shall also refer to subcontractors when the context so indicates.

**Director** – the Director of the Office of Human Rights, or his or her designee.

**Dispute** – any protest received from a bidder or prospective contractor relating to the effectiveness of his or her proposed program of affirmative action for providing equal opportunity.

**Minority** – Black Americans, Native Americans, Asian Americans, Pacific Islander Americans, and Hispanic Americans. In accordance with D.C. Code, Section 1-1142(1) (Supp. 1985).

**Subcontract** – any agreement made or executed by a prime contractor or a subcontractor where a material part of the supplies or services, including construction, covered by an agreement is being obtained for us in the performance of a contract subject to Mayor's Order No. 85-85, and any rules, regulations, and procedures issued pursuant thereto.

**Subcontractor** – any contractor holding a contract with a District prime contractor calling for supplies or services, including construction, required for the performance of a contract subject to Mayor's Order No. 85-85, and any rules, regulations, and procedures promulgated pursuant thereto.

J.5

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**TAX CERTIFICATION AFFIDAVIT**

TAX CERTIFICATION AFFIDAVIT

Date \_\_\_\_\_, 2003

Name of Organization/Entity: \_\_\_\_\_

Address: \_\_\_\_\_

Principal Officers:	Name	Soc. Sec. No.	Title

Business Telephone No.: \_\_\_\_\_

Finance and Revenue Registration No.: \_\_\_\_\_

Federal Identification No.: \_\_\_\_\_

DUNS No.: \_\_\_\_\_ Contract No.: \_\_\_\_\_

Unemployment Insurance Account No.: \_\_\_\_\_

I hereby certify that:

- I have complied with the applicable tax filing and licensing requirements of the District of Columbia.
- The following information is true and correct concerning tax compliance for the following taxes for the past five (5) years:

District:		Current	Not Current
Sales and Use	( )	( )	( )
Employment Withholding	( )	( )	( )
Hotel Occupancy	( )	( )	( )
Corporation Franchise	( )	( )	( )
Unincorporated Franchise	( )	( )	( )
Personal Property	( )	( )	( )
Professional License	( )	( )	( )
Arena/Public Safety Fee	( )	( )	( )
Vendor Fee	( )	( )	( )

- If not current, as checked in item 2, I am in compliance with a payment agreement with the Department of Finance and Revenue.  
 Yes  No

Attach copy of the Agreement.

If outstanding liabilities exists and no agreement has been made, please attach a listing of all such liabilities.

The Department of Finance and Revenue also requires:

(A) Copies of FR-532 (Notice of Registration) or a copy of an FR-500 (Combined Registration Form)

(B) Copies of canceled checks for the last tax period(s) filed for each tax liability; i.e., sales and use, employer withholding, etc.

The District of Columbia Government 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 one year, or both, as prescribed in D.C. Code Sec. 22-2514. 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. Code sec. 22-2513.

Signature of Person Authorized to Sign This Document \_\_\_\_\_ Title \_\_\_\_\_

Print Name \_\_\_\_\_

Notary: DISTRICT OF COLUMBIA, ss: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ Month and Year

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_

**J.6**

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**LSDBE CERTIFICATION PACKAGE**

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**LOCAL BUSINESS OPPORTUNITY COMMISSION  
CERTIFICATION PACKAGE**

**DEPARTMENT OF HUMAN RIGHTS  
AND  
LOCAL BUSINESS DEVELOPMENT**

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**Local, Small and Disadvantaged Business Enterprise  
Program**

**Government  
of the  
District of Columbia**

**Anthony A. Williams  
Mayor**

**Jacquelyn A. Flowers  
Director**

**441 – 4<sup>th</sup> Street, NW, Suite 970N**

**Washington, DC 20001**

**(202) 727-3900 Tel**

**(202) 724-3786 Fax**

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## A MESSAGE FROM THE DIRECTOR

Dear Entrepreneur:

We are delighted that your company has expressed an interest in the District of Columbia's Equal Opportunity for Local, Small and Disadvantaged Business Enterprise Certification Program. The Department of Human Rights and Local Business Development is pleased to provide you with this certification application and instructional guide. We have incorporated in our revised package many of the recommendations made by the small business community.

A major change to our certification process is a condensed application and a "supporting documentation checklist" for each business (i.e. corporations, partnerships, sole proprietorships, etc.). This change will enable you to more easily determine which exhibits apply to your specific business type. If your principal place of business is outside the District of Columbia, but is located within the Washington Standard Metropolitan Statistical Area, please complete and submit the enclosed waiver form with your application.

This administration is optimistic that the revised certification application and information package will further encourage potential applicants to seek certification by the Local Business Opportunity Commission. Thank you in advance for your participation. We look forward to working with you.

Sincerely,

Jacquelyn A. Flowers  
Director

District of Columbia  
Department of Human Rights  
and  
Local Business Development

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- I. Introduction
- II. Area of Certification or Eligibility Criteria
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- IV. Certification
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  - Step 3 Checklist
  - Step 4 Waiver Application
  - Step 5 LSDBE Certification Application
- V. Financial Management Overview
- VI. District of Columbia Register
  - Compliance with Equal Opportunity Obligation in Contracts

District of Columbia  
Department of Human Rights  
and  
Local Business Development

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I. Introduction

LSDBE Application (Primary Application; must be completed by all applicants).

Waiver Application (Must be completed by all applicants with Principal Offices located outside the District of Columbia. Not eligible for Local Business Enterprise -LBE- Certification).

Please follow the 5 step user's guide as attached.

District of Columbia  
Department of Human Rights  
and  
Local Business Development

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II. Area of Certification or Eligibility Criteria:

- Small Business Enterprise.....(SBE – 50% Set Aside)
- Local Business Enterprise.....(LBE – 5% Preference)
- Disadvantaged Business Enterprise.....(DBE – 5% Preference)
- Development Zone Enterprise.....(DZE – 2% Preference)

**FACT SHEET**  
**LOCAL, SMALL & DISADVANTAGED**  
**BUSINESS CERTIFICATION PROGRAM**

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The LSDBE Program is a program established pursuant to legislation approved by the District of Columbia City Council and the Mayor on December 24, 1998. After review by the DC Financial Control Board and Congress, the permanent legislation became effective as DC LAW 12-268, the "Equal Opportunity for Local, Small and Disadvantaged Business Enterprises Act of 1998". The LSDBE Program establishes a 50% goal for District government contracts with local small business enterprises and provides a bid preference mechanism for local and disadvantaged business enterprises in all available areas of District government contracting. Under this program, applicants are eligible for certification in the following classifications:

**Local Business Enterprises (LBE)**

LBE is a business enterprise whose principal office is located physically in the District of Columbia, licensed by the District and subject to District of Columbia taxes.

**Disadvantaged Business Enterprise (DBE)**

A DBE is a LBE, or a business enterprise that has satisfied the requirements (waiver) established in Section 6(13) of the Act, which is operated, owned and controlled by an economically disadvantaged individual. For purpose of this program, an economically disadvantaged person is a socially disadvantaged person whose ability to compete in the free enterprise system has been impaired due to diminished capital and redia line of business and competitive market area who are not socially disadvantaged. **Socially disadvantaged** individuals are those who can clearly demonstrate that they have reason to believe they have been subjected to prejudice or bias because of their identity as members of a group without regard to their qualities. To qualify, you must submit a letter that demonstrates historic, economic and social discrimination, your letter must be signed and notarized in Washington, DC, along with your letter, you must submit your personal income tax return and your personal financial statement.

\*\*\*\*\*

**Benefits:**

LBEs and DBEs will be eligible to receive five (5) preference points on proposals and 5% reduction on all bids.

**Small Business Enterprise (SBE)**

A SBE is a local business or a business enterprise that has satisfied the requirements established in Section 6(13) of the Act, which has average annualized gross receipts (for three years preceding certification) and does not exceed the following limits:

<u>Industry Type</u>	<u>Average Annual Gross Receipts</u>
Construction (street, highway, bridges, etc.)	\$23 million
Building Construction (general construction, etc.)	\$21 million
Specialty Trade Contractors	\$13 million
Manufacturing Services	\$10 million
General Services	\$19 million
Transportation & Hauling Services	\$13 million
Goods & Equipment	\$8 million
Personal Services (hotels, beauty, laundry, etc.)	\$5 million
Business Services (general)	\$10 million
Health & Legal Services	\$10 million
Health Facilities Management	\$19 million
Financial Institutions	\$300 million

\*\*\*\*\*

**Benefits:**

SBEs are eligible to participate in a 50% Set-Aside (contracting & subcontracting) program.

## Joint Ventures

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A Joint Venture is an association of two or more businesses (including one \*LBOC certified firm with at least 51% ownership, management and control), temporarily formed to carry out a single business activity or project for profit in which they combine their property, capital, efforts, skills and knowledge. The association is limited in scope and duration. Venture partners individually must remain within the above size standards in order to qualify for approval.

## Enterprise Zone

LBEs that are located within an Enterprise Zone or an area for which an application for designation as an Enterprise Zone has been submitted will be eligible for a two (2) point preference in the case of proposals and a two percent (2%) reduction in the case of bids.

The following locations represent the economic development zones for the District of Columbia:

1. The Alabama Avenue economic development zone which is bordered on the north by the east side of Fort Stanton park, SE and Suitland Parkway, SE and the northern Property line of St. Elizabeth Hospital and Alabama Avenue, SE on the south by Southern Avenue, SE, on the northeast along Fort Baker to 28<sup>th</sup> Street, SE, south on 28<sup>th</sup> Street, to Denver Street, SE, south on Denver Street, SE, to Naylor Road, SE, and southeast on Naylor Road, SE to Southern Avenue, SE, and on the west by South Capital Street, SE, as designated in Mayor's Order 86-193, dated October 27, 1986 (33 DCMR 7798);
2. The DC Village economic development zone, which is bordered by I-95 on the west and south, Martin Luther King, Jr. Avenue, SW, on the east, and Laboratory Road, SW, on the north, as designated in Mayor's order 86-193, dated October 27, 1986 (33 DCMR 7798);
3. The Anacostia economic development zone, from the west span of the 11<sup>th</sup> Street Bridge, south to Martin Luther King, Jr. Avenue, SE and S Street, SE, east on S, Street, SE, to Naylor Road, SE, south to Altamont Place, SE, south to Good Hope Road, SE, south along the west boundary of Fort Stanton Park to Suitland Parkway, SE, crossing Suitland Parkway, SE, at Robinson Place, SE, northwest along the north property-line of Saint Elizabeth's Hospital that includes approximately 40 acres adjacent Barry Farms on the north property-line, including the are in and around the Point, and adjacent to the I-295 Expressway right of way on the south property line, to the west property-line of Saint Elizabeth's Hospital, south to the southern property-line of Saint Elizabeth's Hospital, east to Milwaukee Place, SE, southeast to Martin Luther

King, Jr. Avenue, SE, south to Portland Street, SE, west to South Capitol Street, SE,  
north to Anacostia Drive, SE, east to the west span of the 11<sup>th</sup> Street Bridge.

## Waiver Provisions

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Applications whose principal office are not physically located within the District of Columbia may qualify for certification as SBE and DBE if they meet certain waiver provisions. The waiver provisions are based on an applicant's ability to demonstrate strong economic ties to the District of Columbia. These applicants must first satisfy the waiver provisions in order to be eligible for certification consideration.

All information should be submitted to the Certification Division, DC Department of Human Rights and Local Business Development, One Judiciary Square, 441-4<sup>th</sup> Street, Suite 970N, Washington, DC 20001. For more information, please contact the Certification Division staff at (202)727-3900.

## Certification Expiration

**1. Expiration:**

All certifications expire two (2) years from the date of issuance.

How to read your certification:

Sample 98-01-1234 means

Year 1998, Month 01, Certification No. 1234

**2. Recertification:**

Applications should be submitted not less than ninety (90) days before the date of expiration.

Anticipate recertification:

Sample Expiration January 1999 means

Submitted for renewal review in October 1998.

**3. Changes:**

Any change in your certification status must be notified to the Local Business Opportunity Commission (LBOC) pursuant to the Equal Opportunity for Small, Local and Disadvantaged Business Enterprise, immediately. Section 821.1 of the DC Municipal Regulations on LSDBE Contracting.

Notify LBOC of:

Change of address and telephone numbers

Change of ownership and/or control

Other pertinent changes that affect the make-up of the company as presented in your LSDBE certification application

**Note: Failure to inform the LBOC of these changes can result in the revocation of certification.**

**4. Bidding:**

A copy of the LSDBE certification letter must be attached to the front of bid or proposal for the Small Business Enterprise (SBE) set-aside. Section 804.8 of the DC Municipal Regulations on LSDBE Contracting.

**Note: Bids or proposals may be challenged.**

# District of Columbia Local, Small and Disadvantaged Business Enterprises Certification Program

Save time and energy...

Avoid costly errors and...

Improve your processing time...

By following these simple steps:

- Step 1 Print and Review All LSDBE Certification Program forms
- Step 2 Review Questions and Answers Most Frequently Addressed
- Step 3 Review Required Supporting Documents Checklist & Fact Sheet
- Step 4 Review Waiver Application (determine if applicable to you)
- Step 5 Complete LSDBE Certification Application and Attach Required Documents
- Step 6 Submit your LSDBE Certification Application to:

**Department of Human Rights &  
Local Business Development**

Attention: LSDBE Certification Program

441-4<sup>th</sup> Street, NW, Suite 970N

Washington, DC 20001

*Questions? Please call (202) 727-3900 and ask for  
Department of Local Business Development certification assistance.*

## FREQUENTLY ASKED QUESTIONS

**Q: What is the purpose of the LSDBE program?**

The District of Columbia is focused on developing contracting and procurement “preference” and “set-aside” opportunities for District-based businesses. The District discretionary spending can be directed to District businesses that support and contribute directly to job creation and the tax base. These efforts in turn assist the District in developing a much stronger local economy.

**Q: Exactly what benefits do I get as an LSDBE?**

LSDBE Certification allows businesses to participate in the District’s “Sheltered Markets” contracting program. Preference and set-aside vary from 35%-50% LSDBE participation. You may obtain preferences in the form of 2-12 points (maximum) on your response to Request for Proposals (RFPs) and/or 2-12% reduction (maximum) on your response to bids.

**Q: Will all applicants be accepted into the LSDBE program?**

No. Only bona-fide District businesses meeting the certification requirements will be accepted into the LSDBE program.

**Q: If my company is not accepted into the LSDBE program, will I still be able to bid on District contracts and procurement opportunities?**

Yes. All companies are welcomed to compete in the free enterprise system. Non-LSDBE companies may market themselves to the Office of Contracting and Procurement for bid and contracting solicitations. It should be noted, however, LSDBE program goals are established to provide increased opportunities to LSDBE certified firms through preference programs. If you company obtains an award from the District, it may be required to obtain 35-50% LSDBE participation for all sub contracting needs.

**Q: I have already applied with other governmental agencies, can the LSDBE certification program accept my existing certifications? Why/Why not?**

No. The District of Columbia LSDBE Certification Program is a legal regulation enforced through D.C. Law 12-268 entitled “Equal Opportunity for Local, Small and Disadvantaged Business, Act of 1998.” The program is designed for District based businesses only. Other certification programs are not designed to meet legal compliance of the District. However, some supportive documentation can be copied and submitted to the District LSDBE certification program (i.e. business plan, financial statements, copy of business license, etc.).

**Q: Who decides if my application is approved?**

LSDBE Certification approvals are issued by the Local Business Opportunity Commission (LBOC). The Commission is appointed by the Mayor and serve as volunteers as specified in the District of Columbia Law 12-268. LBOC is composed of business leaders and one District government representative.

**Q: If the LBOC decides on my approval, why do I need to submit my application with the Department of Human Rights and Local Business Development (DHR & LBD)?**

DHR & LBD serves as the administrative support for the LBOC. It reviews, audits, and submits report summaries to LBOC for final review and approval.

**Q: How soon will you begin processing my application?**

The average time to process an application is approximately 10 working days. Once your application is received, it is placed with our “Intake” personnel for processing, where your application package is entered into the LSDBE application database and a receipt of delivery is given to you. Your application package is then assigned to a certification specialist for analysis. The specialist may contact you regarding the status of your application and for additional information. Once all required documents are received, the package

## Step 2 – LSDBE Certification Program

is submitted to the independent Local Business Opportunity Commission (LBOC) for certification approval/denial.

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**Q: How long does the overall certification approval take?**

Because the certification program is in fact a two-fold system, certification approval requires a minimum of 30 to 90 days. This period reflects the time to process your application and the time to schedule/present your final summary and report at the next Local Business Opportunity Commission meeting.

LSDBE candidates may reduce the processing time by submitting complete and comprehensive application packages.

**Q: If my application is not complete, will my processing time increase?**

Yes. If your LSDBE package is not complete, you will be notified in writing by a certification specialist indicating deficiencies. You will be asked for additional information pertaining to your application. If you do not respond in a timely manner to the request for additional information, your application may be deactivated and a new submission will be required.

**Q: How can I ensure there are no additional delays in processing my application?**

Take the time to prepare and submit a comprehensive application, complete with supporting documentation. Use the checklist provided to assist in developing a comprehensive package. Always ensure that all documents are included at the time of submission.

**Q: Is my business subject to on-site inspections?**

Yes. All LSDBE certification applications are subject to on-site inspections.

**Q: What is the purpose for on-site inspections?**

On-site inspections provide certification specialists an opportunity to confirm the applicants' business type (by NIGP codes), actual business site(s), principal office location, management control and capacity for doing business in the District.

**Q: I am trying to get a contract now, can my LSDBE certification be postdated or retro-acted to my bid submission date?**

No. All LSDBE certification packages are reviewed once per month by LBOC and effectively dated based on that meeting and determination.

**Q: Where do I get an application?**

Applications are currently available for pick-up at 441 4<sup>th</sup> Street, NW, Suite 970, Washington, DC 20001, or you may request to have it faxed to you by calling (202)727-3900. You can also print an application from our web site at [www.ci.washington.dc.us/dhr\\_lbd](http://www.ci.washington.dc.us/dhr_lbd).

**Q: Can I speak to a representative before I submit my application?**

Yes, the Department welcomes your inquiries. However, you may prefer to participate in an orientation meeting, please call (202)727-3900 for more information.

**Q: Once certified, how will I get notice of contracting and procurement opportunities?**

All LSDBE certified firms are placed into the DC Office of Contracting and Procurement (OCP) vendor file database and the LBOC LSDBE directory. Your company is matched to procurement and contracting opportunities based on NIGP codes. If a match is confirmed, you will be notified by OCP.

**Q: Aside from NIGP matching, how else can I increase my opportunities with the District?**

## Step 2 – LSDBE Certification Program

You must market your company to the DC Office of Contracting and Procurement (OCP), understand what new projects and/or bidding opportunities are to arise and submit responses as required. We encourage you to visit the District of Columbia. OCP supply schedule web site at [www.ocp.dcgov.org](http://www.ocp.dcgov.org).

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**Q: Who issues contracts for the District government?**

Buyers for the District are centrally located in the Office of Contracts and Procurement located at 441 4<sup>th</sup> Street, NW, Suite 800 South, Washington, DC 20001; (202)727-0252. The District government has contracting offices that purchase for the agencies.

**Q: I already search for federal contracts and procurement opportunities through the Commerce Business Daily, aren't the Districts' bidding opportunities listed there?**

No. The District of Columbia is an independent government.

**Q: I have just started a business, can I participate in the LSDBE program?**

Yes. However, the LSDBE Certification Program requires detailed investigation of capacity to perform and proof of direct experience to compete. As a start-up, your application must include detailed information about: experience, management capability, staff, capital injection, equipment to perform, licenses, leases, financial operations, business plan, etc.

**Q: What types of business structures does the LSDBE Program certify?**

The LSDBE program certifies c-corporations, s-corporations, limited liability corporations, partnerships, sole-proprietorships, and joint ventures

**Q: I'm thinking of joint venturing with another firm, do we both need LSDBE certification?**

No. Although it is highly encouraged to have all firms LSDBE certified, a joint venture may have only one company certified **IF** the primary business owns (control) and operates over 51% of the business interest. Please call for further information. All joint ventures are subject to review and final approval by the LBOC.

**Please Note:**

This Questions and Answer packet is designed to assist the applicant by listing some of the most commonly addressed issues. This packet is not intended to, by accident or otherwise, supersede any viable and/or current legislation authorized by the District of Columbia City Council. All applicants are advised to attend the Department of Human Rights and Local Business Development Orientation Session for LSDBE program participation requirements and further application information.

## REQUIRED SUPPORTING DOCUMENTS CHECKLIST - CORPORATION & LLC

For who: Companies registered as C-Corporations, S-Corporations and LLCs., with principle office(s) located **within** the District of Columbia

What to submit:

**Existing corporations** please

1. Complete the enclosed application
2. Provide copies of the following supportive corporate documentation
  - a) Articles of incorporation
  - b) Executed stock certificates
  - c) Executed office lease agreement (certificate of occupancy or home occupation permit may be substituted)
  - d) Abbreviated business plan (e.g. executive summary, operations plan, organizational structure, marketing outline, etc.)
  - e) Financial statements less than 120 days old (balance statement, cash flow summary, financial projections)
  - f) Last two (2) years corporate District and Federal tax returns
  - g) Resume of key personnel
3. Principle owner(s)' documentation of eligibility
  - a) Proof of citizenship (e.g. copy of passport, birth certificate, voter registration card)
  - b) Proof of residency (e.g. copy of driver's license or pictured ID and copy of current utility bill)

**New corporations (less than 1 year old)** must provide

1. All documentation as listed above, and
2. Proof of capital injection (e.g. current bank statement)
3. Comprehensive business plan

**Note:**

**Companies with principal offices located outside the District of Columbia must also complete a Waiver Application and meet criteria. Please see attached.**

## REQUIRED SUPPORTING DOCUMENTS CHECKLIST - SOLE PROPRIETORSHIP

For who: Companies registered as a sole-proprietorship with principal office(s) located within the District of Columbia

What to submit:

**Sole-proprietorships please**

1. Complete the enclosed application
2. Provide copies of the following supportive sole-proprietorship documentation
  - a) Executed office lease agreement (certificate of occupancy or home occupation permit may be substituted) or deed for principle business office
  - b) Brief description of business or an abbreviated business plan (e.g. executive summary, operations plan, organizational structure, marketing outline, etc.)
  - c) Financial statements less than 120 days old (balance statement, cash flow summary, financial projections)
  - d) Last two (2) years District and Federal tax returns
  - e) Resume
  - f) Proof of citizenship (e.g. copy of passport, birth certificate, voter registration card)
  - g) Proof of residency (e.g. copy of driver's license or pictured ID and copy of current utility bill, certificate of occupancy)

**New sole-proprietorships (less than 1 year old) must provide**

4. All documentation as listed above, and
5. Proof of capital injection (e.g. current bank statement)
6. Comprehensive business plan

**Note:**

**Companies with principal offices located outside the District of Columbia must also complete a Waiver Application and meet criteria. Please see attached.**

## REQUIRED SUPPORTING DOCUMENTS CHECKLIST - PARTNERSHIP

For who: Companies registered as a partnership with principal office(s) located within the District of Columbia

**What to submit:**

**Partnerships please**

1. Complete the enclosed application
2. Provide copies of the following supportive sole-proprietorship documentation
  - a) Executed office lease agreement (certificate of occupancy or home occupation permit may be substituted) or deed for principle business office
  - b) Brief description of business or an abbreviated business plan (e.g. executive summary, operations plan, organizational structure, marketing outline, etc.)
  - h) Financial statements less than 120 days old (balance statement, cash flow summary, financial projections)
  - i) Last two (2) years District and Federal tax returns for each partner
  - j) Resume for each partner
  - k) Proof of citizenship (e.g. copy of passport, birth certificate, voter registration card) for each partner
  - l) Proof of residency (e.g. copy of driver's license or pictured ID and copy of current utility bill, certificate of occupancy) for each partner
  - m) Partnership agreement

**New partnerships (less than 1 year old) must provide**

7. All documentation as listed above, and
8. Proof of capital injection (e.g. current bank statement)
9. Comprehensive business plan

**Note:**

**Companies with principal offices located outside the District of Columbia must also complete a Waiver Application and meet criteria. Please see attached.**

## REQUIRED SUPPORTING DOCUMENTS CHECKLIST - DISADVANTAGED

For who: Companies applying for Disadvantaged Business Enterprise (DBE) status with principal office(s) located **within** the District of Columbia or the Washington Standard Metropolitan Statistical Area (WSMSA).

**What to submit:**

**Notarized statements:**

1. Identification of the group (ethnic basis) for which you are claiming disadvantaged status
2. Summary of specific instances where the following was denied and/or affected your ability to enter the free enterprise system
  - Access to capital
  - Access to credit
  - Access to bonding
3. Principal owner's personal financials

**Note:** To obtain additional information about this program, please contact the Department of Human Rights and Local Business Development - Certification Division at (202) 727-3900. All documents submitted are kept confidential and on file.

**Violations:**

Individuals found to have submitted fraudulent or substantially inaccurate information will be subject to civil criminal penalties (fines, imprisonment and/or debarment). Violators will also be liable for any additional expense the government incurs as a result of such violations.

## WAIVER APPLICATION

### GOVERNMENT OF THE DISTRICT OF COLUMBIA LOCAL BUSINESS DEVELOPMENT OPPORTUNITY COMMISSION

The **WAIVER APPLICATION** is for companies whose principal office is **NOT** physically located in the District of Columbia.

Firms located outside the District of Columbia may obtain Small, Disadvantaged Business Enterprise Certification consideration IF the applicant meets 4 of the 5 following criteria. Please complete this addendum and submit with your certification application package.

Applicant's Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Principal Address: \_\_\_\_\_

(Street Address)

(City),

(State)

(Zip)

Tel. \_\_\_\_\_ Fax \_\_\_\_\_

1. The applicant's principal office is located in the Washington Standard Metropolitan Statistical Area\*: \_\_\_\_\_ Yes \_\_\_\_\_ No

List City & State: \_\_\_\_\_ County: \_\_\_\_\_

Documentation Required: A copy of the lease or rental agreement, or deed for the principal business office.

2. More than fifty percent (50%) of the assets of the business enterprise are located in the District of Columbia. \_\_\_\_\_ Yes \_\_\_\_\_ No

Total Assets (100%): \_\_\_\_\_ % of Assets in DC: \_\_\_\_\_

Documentation Required: Bank statements for the last six months; Balance Sheet less than 90 days old from each jurisdiction. Utilization of local bank with principal office in DC is encouraged.

3. More than fifty percent (50%) of the employees of the business are residents

of the District of Columbia.

**Total number of employees:**

Number of DC residents: \_\_\_\_\_

3. Continued...

Documentation Required: Employee W2 Forms or W3 Transmittal Forms for all employees who are DC residents; appropriate company contract forms for employees hired by contract; DC Unemployment Compensation Forms and/or certified payrolls not more than ninety (90) days old.

4. The owners of more than fifty percent (50%) of the business enterprise are residents of the District of Columbia.

Number of Owners: \_\_\_\_\_ Number of Owners in DC: \_\_\_\_\_

Percentage(%) Ownership in DC: \_\_\_\_\_

Documentation Required: Copy of personal income tax returns of principal owners reflecting their permanent home address; driver's license; homeowner's tax assessment, Articles of Incorporation, etc.

5. More than fifty percent (50%) of the total sales or other revenues derived from transactions in the District of Columbia. \_\_\_\_\_ Yes \_\_\_\_\_ No

Total Sales (FY \_\_\_\_\_): \_\_\_\_\_

Total DC Sales Revenues (FY \_\_\_\_\_): \_\_\_\_\_

Percentage (%) DC Sales Revenue (FY \_\_\_\_\_) \_\_\_\_\_

Documentation Required: Documentation of sales (e.g. photocopies of contracts, sales tax forms and/or invoices from each jurisdiction; tax returns or income statement).

**\*Washington Standard Metropolitan Statistical Area (WSMSA)**

**Maryland Counties: Calvert, Charles, Howard, Montgomery, Prince Georges**

**Virginia Counties: Arlington, Fairfax, Loudon, Prince William, Stafford**

**Virginia Cities: Alexandria, Fairfax, Falls Church, Manassas, Manassas Park**

Official Use Only:

Tracking # \_\_\_\_\_  
Received By: \_\_\_\_\_

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**LOCAL, SMALL AND DISADVANTAGE  
BUSINESS ENTERPRISE  
CERTIFICATION APPLICATION**

1. Business Name \_\_\_\_\_  
 Email \_\_\_\_\_ Tel. (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_
2. Business Mailing Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Tel (\_\_\_\_) \_\_\_\_\_ Ward # \_\_\_\_\_
3. Principal Contact Person \_\_\_\_\_ Title \_\_\_\_\_ Tel (\_\_\_\_) \_\_\_\_\_
4. List Business Structure (choose one):  
 \_\_\_\_\_ Corporation \_\_\_\_\_ LLC \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Proprietorship
5. Date Business Established \_\_\_\_\_ If corporation, location of incorporation \_\_\_\_\_  
 Primary business activity (if diversified, percent of each adding up to a total of 100%): % \_\_\_\_\_ Professional Service (i.e. Legal, A&E, CPA, etc.)  
 % \_\_\_\_\_ Construction % \_\_\_\_\_ Manufacturer % \_\_\_\_\_ Distribution % \_\_\_\_\_ Wholesaler % \_\_\_\_\_ Retailer % \_\_\_\_\_ Service Provider
6. List the following business information (please contact listed reference phone numbers for personal assistance):
 

Dunn & Bradstreet No.:	800-333-0505
Local Unemployment Compensation No.:	202-724-7566
DC Franchise Tax ID:	202-727-7000
Federal Employer ID:	800-829-1040
7. Describe the business' product line, trade or services below (attach additional pages if necessary):  
 \_\_\_\_\_  
 \_\_\_\_\_  
 7a. National Institute of Government Policies (NIGP) Commodity Codes (see attached):  
 \_\_\_\_\_
8. Briefly describe any specialties: \_\_\_\_\_  
 \_\_\_\_\_

9. List business and office equipment, vehicles and facilities located (attach additional page if necessary):

a. Equipment & Vehicles Owned &/or Leased	Storage Location of Equipment & Vehicles	b. List All Operating Facilities (please designate principal facility)	Address, City, State, Zip

10. Identify all original and current owners/stockholders of the business (attach additional page if necessary):

Original and Current Owners/Stockholders of Business				(a) List Total Corporate Shares Authorized				
(b) Name of Owners/ Stockholders	(c) US Citizen (check X if yes)	(d) LAPR	(e) Sex	(f) Total authorized shares/ holder	(g) % of Ownership	(h) Initial Capital Injection	(i) Class of Stock Issued (Common/ Preferred)	(k) Ward No.

Note: In column (c) indicate with an "x" whether the persons listed are United States Citizen or Lawfully Admitted Permanent Resident (LAPR). In columns (f) through (i) indicate investment capital, total number and type of shares issued to each owner.

11. Identify current members of Board of Directors/Owners (part a) and Officers of the Corporation (part b):

(a) Current Board of Directors/Owners						
Name	Title	Occupation	Sex	Date Appointed	Home Address	Phone

(b) Officers of Corporation/Key Personnel						
Name	Title	Operational Function(s)	Sex	Date Appointed	Home Address	Phone

12. List Bonding Information:  
 Name of Bonding Company \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

List bonding specialties (if any) \_\_\_\_\_ Bonding Limit \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_

13. List Insurance Information:  
 Name of Insurance Company \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Contact Person \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_  
 List insurance type: \_\_\_\_\_ Property/Liability Limit \$ \_\_\_\_\_

14. List Business Banking Information:  
 Primary Business Bank \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Contact Person \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

15. List other Local Businesses (DC based) do you do business with:  
 Business Name \_\_\_\_\_ Contact Person: \_\_\_\_\_ Tel (\_\_\_\_) \_\_\_\_\_  
 Business Name \_\_\_\_\_ Contact Person: \_\_\_\_\_ Tel (\_\_\_\_) \_\_\_\_\_  
 Business Name \_\_\_\_\_ Contact Person: \_\_\_\_\_ Tel (\_\_\_\_) \_\_\_\_\_

16. List charitable and other contributions to the DC Community (please be specific):  
 Name \_\_\_\_\_ Tel (\_\_\_\_) \_\_\_\_\_

Type of contribution \_\_\_\_\_ Tel (\_\_\_\_) \_\_\_\_\_  
 Name \_\_\_\_\_ Tel (\_\_\_\_) \_\_\_\_\_

17. Type of contribution \_\_\_\_\_  
 List total amount of taxes paid to DC Government (specify type of taxes paid in the current and latest tax year):  
 a. Check all that apply:  
 \_\_\_\_\_ Arena ..... \$ \_\_\_\_\_  
 \_\_\_\_\_ Corporate ..... \$ \_\_\_\_\_  
 \_\_\_\_\_ Unemployment ..... \$ \_\_\_\_\_  
 \_\_\_\_\_ Personal Property ..... \$ \_\_\_\_\_  
 \_\_\_\_\_ Workers Compensation... \$ \_\_\_\_\_  
 \_\_\_\_\_ Sales ..... \$ \_\_\_\_\_  
 \_\_\_\_\_ Real Estate ..... \$ \_\_\_\_\_  
 \_\_\_\_\_ Fuel ..... \$ \_\_\_\_\_  
 \_\_\_\_\_ Business ..... \$ \_\_\_\_\_  
 \_\_\_\_\_ Use ..... \$ \_\_\_\_\_  
 \_\_\_\_\_ Income ..... \$ \_\_\_\_\_  
 b. Current, Year-to-Date: \_\_\_\_\_  
 c. Last Fiscal Year 19 \_\_\_\_\_: \$ \_\_\_\_\_

18. List the LSDBE status you are applying for (please choose all that are applicable and refer to "Supporting Documentation Checklist"):  
 \_\_\_ Local \_\_\_ Small \_\_\_ Disadvantaged (additional notarized affidavit required)

a. List location of principal business site:  
 \_\_\_ DC \_\_\_ WSMSA (please reference "Waiver Application")

b. Enterprise Zone - If you have listed "DC" as your principal business site, please indicate one:  
 \_\_\_ DC Village Economic Development Zone  
 \_\_\_ Anacostia Economic Development Zone  
 \_\_\_ At large DC based business, Non-Economic Development Zone

c. List type and qualification for Small Business Enterprise:

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Industry Type<br>___ Construction (street, highway, bridges, etc.)<br>___ Building Construction (general construction, etc.)<br>___ Specialty Trade Contractors<br>___ Manufacturing Services<br>___ General Services<br>___ Transportation & Hauling Services<br>___ Goods & Equipment<br>___ Personal Services (hotels, beauty, laundry, etc.)<br>___ Business Services (general)<br>___ Health & Legal Services<br>___ Health Facilities Management<br>___ Financial Institutions | Revenue Limit (last fiscal year)<br>___ \$23 million or less<br>___ \$21 million or less<br>___ \$13 million or less<br>___ \$10 million or less<br>___ \$19 million or less<br>___ \$13 million or less<br>___ \$8 million or less<br>___ \$5 million or less<br>___ \$10 million or less<br>___ \$10 million or less<br>___ \$19 million or less<br>___ \$300 million in assets or less |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

19. List Workforce Information:

Workforce Information						
Name	Title	Full Time/ Part Time	Sex	Date Hired	Home Address	Phone No.

20. List Professional and Current Licenses:

License Type	License Number	License Expiration Date	Authorizing Entity of License

21. List Gross Annual Revenues for Last Three (3) Years:

19\_\_\_\_ / \$ \_\_\_\_\_ 19\_\_\_\_ / \$ \_\_\_\_\_ 19\_\_\_\_ / \$ \_\_\_\_\_

22. List Sources of Business Revenues

Source of Business Revenues Contracts/Sales	List Fiscal Year 19	Amount \$	% of Total Revenues %
DC Government Prime		\$	
DC Government Sub		\$	
Private Sector		\$	
Other		\$	
Total		\$	100%
Description of "Other" sources			

23. Complete and notarize the attached Affidavit and submit to:

District of Columbia  
 Department of Human Rights and Local Business Development  
 441 4<sup>th</sup> Street, NW, Suite 970N  
 Washington, DC 20001  
 Tel: (202)727-3900

# SWORN AFFIDAVIT

The undersigned swears that the foregoing statements made as part of this application and submitted (with/without a bid or proposal request) are true and correct and include all material information necessary.

1. to identify and explain the operations of (Name of Company) \_\_\_\_\_
2. to identify the ownership thereof; and
3. to establish their eligibility for certification as a Local Business Enterprise, and/or Small Business Enterprise, and/or Disadvantaged Business Enterprise, and/or located within an Enterprise Zone.

Further, the undersigned agrees that if he/she has not already done so, he/she will provide directly to the Local Business Opportunity Commission (LBOC) the LSDBE Application supporting documents as may be required. This includes complete Cooperation with the LBOC's certification process, and allows the examination of books, records and files of the company at the business location or at any other place, including other companies with which the firm conducts its operations. The undersigned understand and agrees that failure to submit the required documentation could render a bid/proposal submitted under the rules of this statute null and void. The undersigned understands the District of Columbia Corporate Counsel may bring civil action in the Superior Court of the District of Columbia against a business enterprise and the directors, officers or principal thereof that is reasonably believed has certification by fraud or deceit or has furnished substantially inaccurate or incomplete information to the Commission which is punishable by a fine of \$100,000. A business enterprise convicted of false swearing shall be subject to criminal penalties of not more than \$1,000 and/or imprisoned for not more the one (1) year (Dec. 1, 1982, DC Law 4-164, §§404.29DCR 3976) and possible debarment. If a contract is terminated due to fraud or deceit by the applicant, requiring the government to readvertise or resolicit for products or services. The undersigned will be held liable for the additional expenses incurred by the government.

If, after filing this document there are any changes (during the term of the certification) in the information submitted herein, the undersigned will inform LSDBE Program immediately of the change.

**NOTARIZATION:** (Sign only in the presence of a D.C. Notary)

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Name (please print): \_\_\_\_\_ Date: \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_. Before me personally (name of D.C. Notary)

who is properly authorized by (name of firm) \_\_\_\_\_ to execute this Affidavit and did so at his/her free act and deed.

Notary Signature: \_\_\_\_\_ My commission expires: \_\_\_\_\_

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**FIRST SOURCE EMPLOYMENT**

## FIRST SOURCE EMPLOYMENT AGREEMENT

Contract Number: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Address: \_\_\_\_\_ Ward: \_\_\_\_\_

Nonprofit Organization: (Yes) \_\_\_\_\_ (No) \_\_\_\_\_

This First Source Employment Agreement, in accordance with D. C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 for recruitment, referral, and placement of District of Columbia residents, is between the District of Columbia Department of Employment Services, hereinafter referred to as DOES, and \_\_\_\_\_, hereinafter, referred to as EMPLOYER. Under this Employment Agreement, the EMPLOYER will use DOES as its first source for recruitment, referral, and placement of new hires or employees for the new jobs created by this project and will hire 51% District of Columbia residents for all new jobs created, as well, as 51% of apprentices employed in connection with the project shall be District residents registered in programs approved by the District of Columbia Apprenticeship Council.

### I. GENERAL TERMS

- A. The EMPLOYER will use DOES as its first source for the recruitment, referral and placement of employees.
- B. The EMPLOYER shall require all contractors and subcontractors, with contracts totaling \$100,000 or more, to enter into a First Source Employment Agreement with DOES.
- C. DOES will provide recruitment, referral and placement services to the EMPLOYER subject to the limitations set out in this Agreement.
- D. DOES participation in this Agreement will be carried out by the Office of the Director, with the Office of Employer Services, which is responsible for referral and placement of employees, or such other offices or divisions designated by DOES.

- E. This Agreement shall take effect when signed by the parties below and shall be fully effective for the duration of the contract and any extensions or modifications to the contract.
- 
- F. This Agreement shall not be construed as an approval of the EMPLOYER'S bid package, bond application, lease agreement, zoning application, loan, or contract/subcontract.
- G. DOES and the EMPLOYER agree that for purposes of this Agreement, new hires and jobs created (both union and nonunion) include all EMPLOYER'S job openings and vacancies in the Washington Standard Metropolitan Statistical Area created 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.
- H. For purposes of this Agreement, apprentices as defined in D.C. Law 2-156 are included.
- I. The EMPLOYER shall register an apprenticeship program with the D.C. Apprenticeship Council for construction or renovation contracts or subcontracts totaling \$500,000 or more. This includes any construction or renovation contract or subcontract signed as the result of, but is not limited to, a loan, bond, grant, Exclusive Right Agreement, street or alley closing, or a leasing agreement of real property for one (1) year or more.
- J. All contractors who contract with the Government of the District of Columbia to perform information technology work with a single contract or cumulative contracts of at least \$500,000, let within any twelve (12) month period shall be required to register an apprenticeship program with the District of Columbia Apprenticeship Council.
- K. The term "information technology work" shall include, but is not limited to, the occupations of computer programmer, programmer analyst, desktop specialist, technical support specialist, database specialist, network support specialist, and any other related occupations as the District of Columbia Apprenticeship Council may designate by regulation.

## II. RECRUITMENT

- A. The EMPLOYER will complete the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. The EMPLOYER will notify DOES of its specific need for new employees as soon as that need is identified.

- B. Notification of specific needs, as set forth in Section II.A. must be given to DOES at least five (5) business days (Monday - Friday) before using any other referral source, and shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- 
- C. Job openings to be filled by internal promotion from the EMPLOYER'S current workforce need not be referred to DOES for placement and referral.
- D. The EMPLOYER will submit to DOES, prior to starting work on the project, the names, and social security numbers of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the project.

### III. REFERRAL

DOES will screen and refer applicants according to the qualifications supplied by the EMPLOYER.

### IV. PLACEMENT

- A. DOES will notify the EMPLOYER, prior to the anticipated hiring dates, of the number of applicants DOES will refer. DOES will make every reasonable effort to refer at least two qualified applicants for each job opening.
- B. The EMPLOYER will make all decisions on hiring new employees but will in good faith use reasonable efforts to select its new hires or employees from among the qualified persons referred by DOES.
- C. In the event DOES is unable to refer the qualified personnel requested, within five (5) business days (Monday - Friday) from the date of notification, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. Notwithstanding, the EMPLOYER will still be required to hire 51% District residents for the new jobs created by the project.
- D. After the EMPLOYER has selected its employees, DOES will not be 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.

V. TRAINING

DOES and the EMPLOYER may agree to develop skills training and on-the-job training programs; the training specifications and cost for such training will be mutually agreed upon by the EMPLOYER and DOES and set forth in a separate Training Agreement.

VI. CONTROLLING REGULATIONS AND LAWS

- A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, the laws or regulations shall prevail.
- B. DOES will make every effort to work within the terms of all collective bargaining agreements to which the EMPLOYER is a party.
- C. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has provided the representative of any involved collective bargaining unit with 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.

VII. EXEMPTIONS

- A. Contracts, subcontracts or other forms of government-assistance less than \$100,000.
- B. Employment openings the contractor will fill with individuals already employed by the company.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Suppliers located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in the Washington Standard Metropolitan Statistical Area.

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. 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, the EMPLOYER as a condition of transfer shall:
  - 1. Notify the party taking possession of the existence of the EMPLOYER'S Agreement.
  - 2. Notify the party taking possession that full compliance with this Agreement is required in order to avoid termination of the project.
  - 3. EMPLOYER shall, additionally, advise DOES within seven (7) business/calendar days of the transfer. This advice will include the

4. DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the contract.

G. Willful breach of the First Source Employment Agreement by the EMPLOYER, or failure to submit the Contract Compliance Report, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract.

H. Nonprofit organizations are exempted from the requirement that 51% of the new employees hired on the project be District residents.

I. The EMPLOYER and DOES, or such other agent as DOES may designate, may mutually agree to modify this Agreement.

J. The project may be terminated because of the EMPLOYER'S non-compliance with the provisions of this Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signed:

\_\_\_\_\_  
Department of Employment Services

\_\_\_\_\_  
Signature of Employer

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
E-mail

## EMPLOYMENT PLAN

NAME OF FIRM \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_ FEDERAL IDENTIFICATION NO. \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_ TITLE \_\_\_\_\_

E-mail: \_\_\_\_\_ TYPE OF BUSINESS: \_\_\_\_\_

ORIGINATING DISTRICT AGENCY \_\_\_\_\_

CONTRACTING OFFICER: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

TYPE OF PROJECT \_\_\_\_\_ FUNDING AMOUNT \_\_\_\_\_

PROJECTED START DATE \_\_\_\_\_ PROJECT DURATION \_\_\_\_\_

**NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this project.**

	JOB TITLE	# OF JOBS F/T P/T	SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
A					
B					
C					
D					
E					
F					
G					
H					
I					
J					
K					



## FIRST SOURCE EMPLOYMENT AGREEMENT

Contract Number: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Address: \_\_\_\_\_ Ward: \_\_\_\_\_

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- C. DOES will provide recruitment, referral and placement services to the EMPLOYER subject to the limitations set out in this Agreement.
- D. DOES participation in this Agreement will be carried out by the Office of the Director, with the Office of Employer Services, which is responsible for referral and placement of employees, or such other offices or divisions designated by DOES.

- E. This Agreement shall take effect when signed by the parties below and shall be fully effective for the duration of the contract and any extensions or modifications to the contract.
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- F. This Agreement shall not be construed as an approval of the EMPLOYER'S bid package, bond application, lease agreement, zoning application, loan, or contract/subcontract.
- G. DOES and the EMPLOYER agree that for purposes of this Agreement, new hires and jobs created (both union and nonunion) include all EMPLOYER'S job openings and vacancies in the Washington Standard Metropolitan Statistical Area created 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.
- H. For purposes of this Agreement, apprentices as defined in D.C. Law 2-156 are included.
- I. The EMPLOYER shall register an apprenticeship program with the D.C. Apprenticeship Council for construction or renovation contracts or subcontracts totaling \$500,000 or more. This includes any construction or renovation contract or subcontract signed as the result of, but is not limited to, a loan, bond, grant, Exclusive Right Agreement, street or alley closing, or a leasing agreement of real property for one (1) year or more.
- J. All contractors who contract with the Government of the District of Columbia to perform information technology work with a single contract or cumulative contracts of at least \$500,000, let within any twelve (12) month period shall be required to register an apprenticeship program with the District of Columbia Apprenticeship Council.
- K. The term "information technology work" shall include, but is not limited to, the occupations of computer programmer, programmer analyst, desktop specialist, technical support specialist, database specialist, network support specialist, and any other related occupations as the District of Columbia Apprenticeship Council may designate by regulation.

## II. RECRUITMENT

- A. The EMPLOYER will complete the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. The EMPLOYER will notify DOES of its specific need for new employees as soon as that need is identified.

- B. Notification of specific needs, as set forth in Section II.A. must be given to DOES at least five (5) business days (Monday - Friday) before using any other referral source, and shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- C. Job openings to be filled by internal promotion from the EMPLOYER'S current workforce need not be referred to DOES for placement and referral.
- D. The EMPLOYER will submit to DOES, prior to starting work on the project, the names, and social security numbers of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the project.

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DOES will screen and refer applicants according to the qualifications supplied by the EMPLOYER.

### IV. PLACEMENT

- A. DOES will notify the EMPLOYER, prior to the anticipated hiring dates, of the number of applicants DOES will refer. DOES will make every reasonable effort to refer at least two qualified applicants for each job opening.
- B. The EMPLOYER will make all decisions on hiring new employees but will in good faith use reasonable efforts to select its new hires or employees from among the qualified persons referred by DOES.
- C. In the event DOES is unable to refer the qualified personnel requested, within five (5) business days (Monday - Friday) from the date of notification, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. Notwithstanding, the EMPLOYER will still be required to hire 51% District residents for the new jobs created by the project.
- D. After the EMPLOYER has selected its employees, DOES will not be 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.

## V. TRAINING

DOES and the EMPLOYER may agree to develop skills training and on-the-job training programs; the training specifications and cost for such training will be mutually agreed upon by the EMPLOYER and DOES and set forth in a separate Training Agreement.

## VI. CONTROLLING REGULATIONS AND LAWS

- A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, the laws or regulations shall prevail.
- B. DOES will make every effort to work within the terms of all collective bargaining agreements to which the EMPLOYER is a party.
- C. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has provided the representative of any involved collective bargaining unit with 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.

## VII. EXEMPTIONS

- A. Contracts, subcontracts or other forms of government-assistance less than \$100,000.
- B. Employment openings the contractor will fill with individuals already employed by the company.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Suppliers located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in the Washington Standard Metropolitan Statistical Area.

## VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. 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, the EMPLOYER as a condition of transfer shall:
  - 1. Notify the party taking possession of the existence of the EMPLOYER'S Agreement.
  - 2. Notify the party taking possession that full compliance with this Agreement is required in order to avoid termination of the project.
  - 3. EMPLOYER shall, additionally, advise DOES within seven (7) business/calendar days of the transfer. This advice will include the

name of the party taking possession and the name and telephone of that party's representative.

- B. DOES shall monitor EMPLOYER'S performance under this Agreement. The EMPLOYER will cooperate in DOES' monitoring effort and will submit a Contract Compliance Form to DOES monthly.
- 
- C. To assist DOES in the conduct of the monitoring review, the EMPLOYER will make available payroll and employment records for the review period indicated.
- D. If additional information is needed during the review, the EMPLOYER will provide the requested information to DOES.
- E. With the submission of the final request for payment from the District, the EMPLOYER shall:
1. Document in a report to the Contracting Officer its compliance with the requirement that 51% of the new employees hired by the project be District residents; or
  2. Submit a request to the Contracting Officer for a waiver of compliance with the requirement that 51% of the new employees hired by the project be District residents and include the following documentations:
    - a. Material supporting a 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.
- F. The Contracting Officer may waive the requirement that 51% of the new employees hired by the project be District residents, if the Contracting Officer finds that:
1. A good faith effort to comply is demonstrated by the contractor;
  2. The EMPLOYER is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area;
 

The Washington Standard Metropolitan Statistical Area includes the District of Columbia, the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg; the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
  3. The EMPLOYER enters into a special workforce development training or placement arrangement with DOES; or

4. DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the contract.

G. Willful breach of the First Source Employment Agreement by the EMPLOYER, or failure to submit the Contract Compliance Report, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract.

H. Nonprofit organizations are exempted from the requirement that 51% of the new employees hired on the project be District residents.

I. The EMPLOYER and DOES, or such other agent as DOES may designate, may mutually agree to modify this Agreement.

J. The project may be terminated because of the EMPLOYER'S non-compliance with the provisions of this Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signed:

\_\_\_\_\_  
Department of Employment Services

\_\_\_\_\_  
Signature of Employer

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
E-mail

## EMPLOYMENT PLAN

NAME OF FIRM \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_ FEDERAL IDENTIFICATION NO. \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_ TITLE \_\_\_\_\_

E-mail: \_\_\_\_\_ TYPE OF BUSINESS: \_\_\_\_\_

ORIGINATING DISTRICT AGENCY \_\_\_\_\_

CONTRACTING OFFICER: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

TYPE OF PROJECT \_\_\_\_\_ FUNDING AMOUNT \_\_\_\_\_

PROJECTED START DATE \_\_\_\_\_ PROJECT DURATION \_\_\_\_\_

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this project.

	JOB TITLE	# OF JOBS F/T P/T	SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
A					
B					
C					
D					
E					
F					
G					
H					
I					
J					
K					



**J.8**

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**COST/PRICE DISCLOSURE CERTIFICATE**



Office of Contracting  
& Procurement

\*\*\* Government of the  
District of Columbia

**COST / PRICE DISCLOSURE CERTIFICATION**

RFP Number: \_\_\_\_\_ Closing Date: \_\_\_\_\_

Caption: \_\_\_\_\_ Total Proposed Amount: \_\_\_\_\_

The undersigned \_\_\_\_\_

(please print name and title of offeror's authorized signatory) hereby certifies that, to the best of my knowledge, the cost and pricing data (i.e. at the time of price agreement this certification represents that all material facts of which prudent buyers and sellers would reasonably expect to affect price negotiations in any significant manner) submitted was accurate, complete, and current as of \_\_\_\_\_ (date of RFP closing or conclusion of negotiations as appropriate).

The undersigned further agrees that it is under a continuing duty to update cost or pricing data through the date that negotiations, if any, with the District are completed. The undersigned further agrees that the price, including profit or fee, will be adjusted to exclude any significant price increases occurring because the cost or pricing data was inaccurate, incomplete or not current. (See D.C. Procurement Regulations, 27 DCMR, Chapter 6, Section 699, Chapter 16, Section 1624; and Section 32 of the Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, October 1, 1999, as amended).

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

DUNS #: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

## **COST/PRICE DATA REQUIREMENTS**

### **1. GENERAL INFORMATION:**

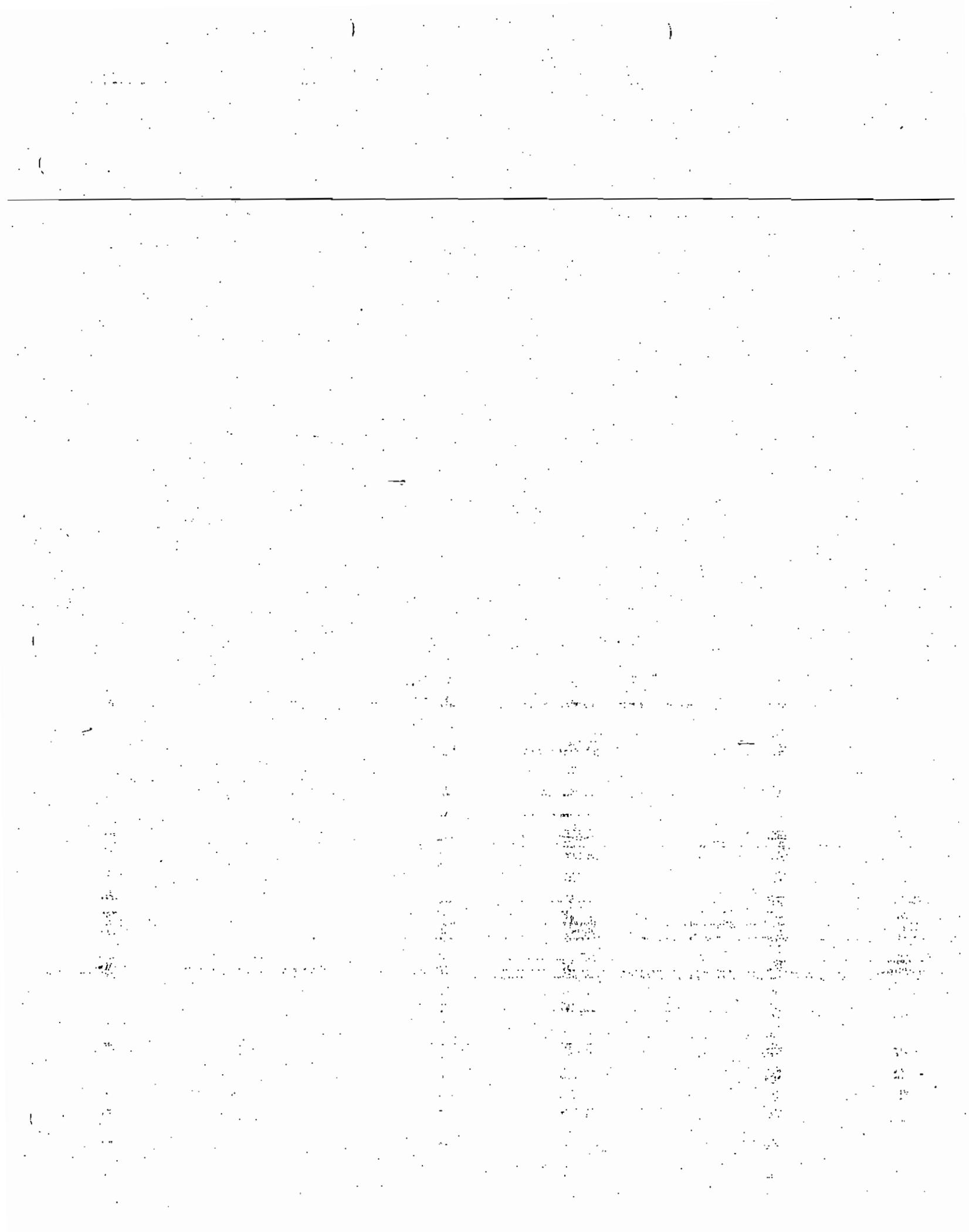
- 1.1 Offerors submitting cost/price proposals, in response to a District Request For Proposal (RFP), sole source procurement, change order, or contract modification exceeding \$500,000 in total value, must include a complete cost and pricing data breakdown (i.e., data that is verifiable and factual) for all costs identified in the proposal, and relevant to the performance of the contract. The requirement for submission of cost or pricing data is met when all accurate cost or pricing data reasonably available to the Offeror has been submitted, either actually, or by specific identification, to the District. If not available at the time of submission, as later information comes into the Offeror's possession, it should be promptly submitted to the District in a manner that clearly demonstrates its relationship to, and effect on, the Offeror's cost/price proposal. This requirement continues up to the date of final agreement on price and/or other issues, as agreed upon between the parties.
- 1.2 There is a clear distinction between submitting cost or pricing data and merely making available books, records and other documents without identification or context. By submitting a cost/price proposal, the Offeror, if selected for negotiation, grants the Contracting Officer, or an authorized representative, the right to examine, at any time before award, those books, records, documents, and other types of factual information, regardless of form or whether such supporting information is specifically referenced or included in the proposal as a basis for pricing, that will permit an adequate evaluation of the proposed cost/price.
- 1.3 The cost/price proposal will represent the offeror's understanding of the RFP's requirements and the offeror's ability to organize and perform those requirements effectively and efficiently. The evaluation of the Offeror's cost/price proposal will be based on an analysis of the realism and completeness of the cost data, the conformity of the cost to the offeror's technical data and the proposed allocation of labor-hours and skill sets. Pertinent cost information, including but not limited to Defense Contract Auditing Agency (DCAA) and/or the Department of Labor (DOL) recommended rates for direct labor, overhead, general and administrative expense (G&A), etc., as necessary and appropriate, must be used to arrive at the most probable cost to be incurred by the Offeror. If the District considers the proposed costs to be unrealistic, the Offeror should adjust its proposed costs accordingly. Any inconsistency, whether real or apparent, between promised performance and cost or price should be explained in the cost/price proposal. The burden of proof for cost credibility rests with the Offeror.
- 1.4 The Offeror must submit its cost/price proposal in hard copy as well as on a diskette, which is in a format (i.e. MS Office, Lotus 1-2-3, etc.) specified and/or provided by the Agency Contracting Officer in the solicitation package. All cost/price proposals should provide a cost summary by all cost elements, cross-referenced to supporting documentation. See Table No. (1.4).

1.5 The following information shall be included in this section, for the prime contractor and each proposed subcontractor:

(a) A properly completed "Cost/Price Disclosure Certification."

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- (a) Identification of any estimates, along with the rationale and methodology used to develop them, including judgmental factors used in projecting future costs, based on known data, and the timing, nature and extent of any material contingencies.
- (c) Disclosure of any other activities or likely events which could materially impact specific costs (i.e., existing large material and supply inventories, management/ownership changes, new technologies, collective bargaining agreements, etc.)
- (d) Disclosure of any and all awarded and pending contracts with the District of Columbia, including contract number(s), amount, type (fixed price, cost reimbursement, etc.), agency, and a brief description of services.
- (e) Source of approval and the latest date of approval of the offeror's Accounting system.



**Table (1.4)  
Example Cost Summary Format**

Contract	Task 1			Task 2			Task 3			Task 4			Baseline Total	
	R	H	D	R	H	D	R	H	D	R	H	D		
Direct Labor Categories														
♦ Employee A														
♦ Employee B														
♦ Employee C														
Total Labor Hours														
Total Labor Dollars														
Fringe Benefit														
Labor Overhead *														
Total Direct Labor														
Other Direct Costs														
♦ Equip. & Supplies														
♦ Materials														
♦ Travel														
♦ Other														
Subcontractors														
♦ Sub A														
♦ Sub B														
ODC Overhead *														
Total ODC & Subcontractors														
G&A														
Fee/Profit														
Total Price														

H = Hours      R = Rate      D = Dollars (Rate X Hours = Dollars)

**Note:** Provide cost information similar to the above format for each option/out-year

\* **Note:** Small, field-based trade providers typically have a labor or combined overhead cost component. Larger, more diversified providers may have separate labor, and/or ODC or combined overhead component.

**Table (1.4)  
Example Cost Summary Format**

Cost Item	Task 1			Task 2			Task 3			Task 4			Other Year 1 Total	
	R	H	D	R	H	D	R	H	D	R	H	D		
Direct Labor Categories														
♦ Employee A														
♦ Employee B														
♦ Employee C														
Total Labor Hours														
Total Labor Dollars														
Fringe Benefit														
Labor Overhead *														
Total Direct Labor														
Other Direct Costs														
♦ Equip. & Supplies														
♦ Materials														
♦ Travel														
♦ Other														
Subcontractors														
♦ Sub A														
♦ Sub B														
ODC Overhead *														
Total ODC & Subcontractors														
G&A														
Fee/Profit														
Total Price														

H = Hours      R = Rate      D = Dollars (Rate X Hours = Dollars)

*Note: Provide cost information similar to the above format for each option/out-year.*

*\* Note: Small, field-based trade providers typically have a labor or combined overhead cost components. Larger, more diversified providers may have separate labor, and/or ODC or combined overhead component.*

Table (1.4)  
Example Cost Summary Format

Cost Item	Task 1			Task 2			Task 3			OPTIONAL TASK 4		
	R	H	D	R	H	D	R	H	D	R	H	D
Direct Labor Categories												
• Employee A												
• Employee B												
• Employee C												
Total Labor Hours												
Total Labor Dollars												
Fringe Benefit												
Labor Overhead *												
Total Direct Labor												
Other Direct Costs												
• Equip. & Supplies												
• Materials												
• Travel												
• Other												
Subcontractors												
• Sub A												
• Sub B												
ODC Overhead *												
Total ODC & Subcontractors												
G&A												
Fee/Profit												
Total Price												

H = Hours R = Rate D = Dollars (Rate X Hours = Dollars)

*Note: Provide cost information similar to the above format for each option/out-year*

\* Note: Small, field-based trade providers typically have a labor or combined overhead cost components. Larger, more diversified providers may have separate labor, and/or ODC or combined overhead component.

## **2. SUPPORTING COST DATA:**

2.1 The Offeror shall provide, for each cost element, a narrative description, in sufficient detail, to demonstrate price reasonableness, credibility and reliability. The Offeror shall provide its assumptions and methodologies used to estimate each cost element (significant item and quantity estimates, labor-hour expenditure patterns and mix, etc.). The following information shall be included in this section:

- 2.1.1. The Offeror's total estimated costs plus its fee (if applicable) for providing all of the requirements of the RFP, as proposed in their technical proposal. Offerors should support their best estimates of all costs (direct, indirect, profit, etc.) to be incurred in the performance of the contract.
- 2.1.2. When proposing multiyear/option year pricing, the estimated proposed costs shall include a breakdown of all cost elements for the base year as well as each option/out-year. Labor, other direct costs, indirect costs and profit shall each be clearly identifiable. If different from the Defense Contract Auditing Agency (DCAA) or Department Of Labor (DOL) recommended rates, the Offeror shall provide a thorough explanation for the variation(s) of rates.
- 2.1.3. The Cost Summary Format (Table 1.4) provides a format for the Offeror to submit to the District a pricing proposal of estimated cost by line item, along with supporting documentation that is adequately cross-referenced and suitable for cost realism analysis. A cost-element breakdown shall be attached for each proposed line item and must reflect any other specific requirements established by the Contracting Officer. When more than one contract line item is proposed, a summary of the total amount covering all line items must be furnished for each cost element.
- 2.1.4. If the Offeror has an agreement with a federal, state, or municipal government agency on the use of a Forward Pricing Rates Agreement (FPRA) or other rate agreement for labor, fringe benefits, overhead and/or general and administrative expense, the Offeror must identify the agreement, provide a copy and describe its nature, terms and duration.

## **3. SPECIFIC COST ELEMENTS:**

A well-supported cost/price proposal reduces the effort needed for review and facilitates informed negotiations. The following are the minimum criteria that constitute an acceptable cost/price proposal:

3.1 **Direct labor:** A task-phased annual breakdown of labor rates and labor hours by category or skill level, including the basis for the rates and hours estimated (i.e., payroll registers, wage determinations, collective bargaining agreements, historical experience, engineering estimates, etc.).

- 3.1.1 The Offeror shall use the following Table No. (3.1.1) to exhibit its total labor hours by prime contractor and subcontractor(s). A separate table should be completed for each year (base and out-years).

**Table (3.1.1)  
Annual Labor Summary**

<b>Item</b>	<b>Task 1</b>	<b>Task 2</b>	<b>Task 3</b>	<b>Task 4</b>	<b>Base Year Total</b>
<u>Labor Category, Prime</u> <ul style="list-style-type: none"> <li>• Employee A</li> <li>• Employee B</li> <li>• Employee C</li> </ul>					
<u>Labor Category, Sub.</u> <ul style="list-style-type: none"> <li>• Employee D</li> <li>• Employee E</li> <li>• Employee F</li> </ul>					
<u>Labor Category, Consultant</u> <ul style="list-style-type: none"> <li>• Employee G</li> <li>• Employee H</li> </ul>					
<b>Total Labor Hours by Task</b>					

**Note: Do not include wage rates in this table**

3.1.2 A standard of 40 hours/week, 1,920 hours/year is recommended. If another standard is used, it should be precisely defined. Any deviation from the above labor-hour projection without substantiation may form the basis to reject the response to the RFP. The proposed labor-hours shall include prime contractor, subcontractor and consultant hours.

3.1.3 The Offeror shall also submit Table No. (3.1.4.b), depicting the labor mix percentages as proposed for the base year as well as the out-years and should match the personnel experience requirements specified in the RFP, Section **(to be referenced by the Contract Specialist)**, under Personnel Experience. All of the RFP Key positions must be included within the Senior Staff categories. To provide a better understanding of this format, Table No. (3.1.4.a) is provided as an example.

3.1.4 The Offeror shall describe how the hourly direct labor rate was derived and indicate whether these rates are subject to any collective bargaining agreement(s), the Service Contract Act (SCA), Davis-Bacon, or any other special agreement which controls the labor rate indicated. When proposing price escalation for option/out-years, the Offerors must follow instructions provided under Economic Price Adjustments, Section H, of this RFP.

Table (3.1.4.a)

Summary of Proposed Annual labor Mix Category (with examples)

NAME (Note 1)	LABOR MIX (Note 2)	OFFEROR'S LABOR CATEGORY (Note 3)	PERCENTAGE OF TIME ON CONTRACT (Note 4)	PLANNED SOW ASSIGNMENT (Note 5)	STATUS (Note 6)
Able, Jackson	Sr. Staff Level 1	Program Director	PT/10%	N/A	PCE/E
Black, William E.	Sr. Staff Level 1	Psychiatrist	PT/20%	C.3	PCE/E
White, Pamela A.	Sr. Staff Level 2	Clinic Manager	PT/50%	C.4.1	PCE/P
Green, Robert T	Sr. Staff Level 3	Counseling Supvs.	PT/50%	C.4.2	PCE/P
Ross, Allen	Jr. Staff Level 1	Counselor	FT/100%	C.4.3	PCE/E

Note 1: Last name, first name, middle initial, grouped by task as specified in SOW. Attach resume for each name on list. The names on this list and the resumes are to be in the same order.

Note 2: Staff levels in each Labor Mix should be classified by the level of expertise and years of experience.

Note 3: Offerors internal labor category.

Note 4: State whether the individual is employed full time (FT) or part time (PT) and the planned percentage of the named person's production time that is to be applied as a direct charge to the contract.

Note 5: Identify by SOW paragraph(s) and task number, the major tasks to which the individual is expected to be assigned.

Note 6: Enter PCE if individual is to be a prime contractor employee; enter SCE if the individual is to be a subcontractor employee; enter

CON if individual is to be a consultant. Enter E if employee as of the date of this proposal; enter P if the individual is a pending employee as of date of the proposal. Signed Commitment Agreements are required for all individuals with P status. A copy of each agreement is to be inserted behind the resume section in the technical proposal.

Table (3.1.4.b)

Summary of Proposed Annual labor Mix Category

NAME (Note 1)	LABOR MIX (Note 2)	OFFEROR'S LABOR CATEGORY (Note 3)	PERCENTAGE OF FUNCTION CONTRACT (Note 4)	PLANNED SOW ASSIGNMENT (Note 5)	STATUS (Note 6)
<u>Labor Category, Prime</u> • Employee A • Employee B • Employee C • Employee D					
<u>Labor Category, Sub.</u> • Employee E • Employee F • Employee G					
<u>Labor Category, Consultant</u> • Employee H Employee I					

Last name, first name, middle initial, grouped by task as specified in SOW. Attach resume for each name on list. The names on this list and the resumes are to be in the same order.

Note 2: Staff levels in each Labor Mix should be classified by the level of expertise and years of experience.

Note 3: Offerors internal labor category.

Note 4: State whether the individual is employed full time (FT) or part time (PT) and the planned percentage of the named person's production time that is to be applied as a direct charge to the contract.

Note 5: Identify by SOW paragraph(s) and task number, the major tasks to which the individual is expected to be assigned.

Note 6: Enter PCE if individual is to be a prime contractor employee; enter SCE if the individual is to be a subcontractor employee; enter CON if individual is to be a consultant. Enter E if employee as of the date of this proposal; enter P if the individual is a pending employee as of date of the proposal. Signed Commitment Agreements are required for all individuals with P status. A copy of each agreement is to be inserted behind the resume section in the technical proposal.

3.2 **Indirect Costs:** The Offeror shall indicate its proposed Fringe, Overhead and General & Administrative rates for each applicable fiscal or calendar year (as appropriate). The Offeror shall indicate if these rates are subject to a Forward Pricing Rate Agreement. If the proposed Indirect Rates differ from the Forward Pricing Rate Agreement, the Offeror shall provide an explanation. The Offeror shall provide its actual indirect rates for overhead, G&A and fringe benefits for at least the past three (3) years and shall explain the basis for any significant rate difference between the prior three year period and the rates proposed now.

3.3 **Other Direct Costs:** Other Direct Costs consists of materials, travel, reproduction, postage, telephone, supplies for the prime and all subcontracted effort. This includes all other direct costs associated with performance of the contract. Travel costs shall be in accordance with GSA Joint Travel Regulations for airfare, hotel, and per diem allowances. All other direct costs should be specifically identified and explained. If an allocated portion of a Direct cost is also included in an Offeror's indirect rate (such as General and Administrative), the Offeror should state so and list the types of expenses included in the indirect rate.

3.3.1 The Offeror should identify types, quantities, and costs of all materials and supplies proposed including a non-loaded priced listing of individual materials or supplies ordered, or a consolidated and priced bill of materials for the entire proposal. A thoroughly documented bill of materials includes part numbers, description, unit costs, quantity required, extended cost (including delivery charges) and basis for the proposed cost (price quotation, prior buy, signed purchase orders, etc.) plus any other non-recurring costs. Deliverable materials are items delivered as a part of the work product. Examples of this are copies and binders delivered to the Government as a report or software ordered for and installed on a computer in a District Government office.

3.3.2 The Offeror shall use the following Table (3.3.2) to exhibit its total other direct costs (ODC) by prime and subcontractor(s). A separate table should be completed for each year (base and out-years).

Table (3.3.2)

Other Direct Costs (ODC) Summary

Item	Task 1	Task 2	Task 3	Task 4	Base Year Total
Supplies and Materials					
Office Equipment					
Travel					
• Airfare					
• Hotel					
• Meals & Incidentals					
• Ground Transportation					
Telecommunications					
Occupancy					
• Rent					
• Utilities					
• Building Maintenance					
Transportation					
Client Care Cost					
• Food					
• Medical					
• Clothing					
• Personal Hygiene					
Other					
Total ODC by Task					

*Note: State each individual cost element being proposed. Describe in the narrative section of the cost proposal, how each cost element is derived and why it is being proposed. (Not all cost elements in the table above will apply to each solicitation. The above table should be tailored to the requirements of the RFP.)*

3.4 **Subcontracting Costs:** Each subcontract must be addressed separately. For any subcontract exceeding \$25,000 the cost/price proposal must show the names, quantities, prices, deliverables, basis for selection, and degree of competition used in the selection process. The subcontractor's cost or pricing data should be included along with the prime Offeror's proposal. If available, the Offeror should also include the results of its review and evaluation of the subcontract proposals. The Offeror shall provide copies of any cost or price analyses of the subcontractor costs proposed.

3.5 **Start-up Costs:** As appropriate, the Offeror shall identify all start up costs associated with this effort.

3.6 **Other Historical Data:** All offerors with current or past experience (within three to five years) for similar requirements, as described herein, must submit, as a part of their cost data, the following:

(a) Contract Number.

(b) Government agency (federal, state, District, municipal) the contract was awarded by.

(c) Name and phone number of the Contracting Officer.

(d) Name and phone number of the Contract Administrator.

(e) Name and phone number of the Contracting Officer's Representative (if applicable) and the Contract Administrator.

(f) Period of Performance of the Contract.

(g) Total amount of contract(s)

In addition to the above data, the following table (No. 3.6) will be completed and submitted with the cost data:

Table (3.6)

**Format for Historical Data**

	Proposed Contract			Delivered Contract		
	Number Of Hours**	Contract Value	Average Hr Rate	Number Of Hours**	Contract Value	Average Hr Rate
Direct Labor						
Loaded Labor***						

\* Should include any increased scope officially added to contract.

\*\* If provided different number of hours, the difference should be explained.

\*\*\* Loaded labor should include all loading and profit. If significant material (i.e., greater than 5%) is included in the contract, data shall be presented both with and without material cost.

In addition, any other data the offeror believes is necessary should be provided in this section.

*Note: For data submitted in the above table for "delivered Contract", the Offeror shall indicate the date as of which, the submitted data is current.*

J.9

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**SUMMARY OF PAST PERFORMANCE**



Office of Contracting  
& Procurement

Government of the  
District of Columbia

# SUMMARY EVALUATION OF CONTRACTOR/PROVIDER PAST PERFORMANCE

(Please Read The Attached Instructions Prior To Completing This Form.)

<b>2. Name of Contractor:</b> Name: Address: City: State: Zip Code: Telephone: Facsimile: E-mail: Point of Contact:		<b>3. Contract Administrator/COTR:</b> Name: Address: City: State: Zip Code: Telephone: Facsimile: Agency: E-mail:		<b>1. CONTRACT NUMBER:</b>	
<b>6. CONTRACTOR TAX IDENTIFICATION NUMBER:</b>		<b>7. Contract Monitor:</b> Name: Address: Telephone: Facsimile: Agency: E-mail:		<b>4. CLASSIFICATION</b> (Check boxes that apply) <input type="checkbox"/> a. Small Purchase <input type="checkbox"/> f. Intra-District <input type="checkbox"/> b. Contract Action <input type="checkbox"/> g. MOU <input type="checkbox"/> c. DC Supply Schedule <input type="checkbox"/> h. COOP Purchase <input type="checkbox"/> d. Delivery Order <input type="checkbox"/> i. LSDBE <input type="checkbox"/> e. Fed Supply Schedule <input type="checkbox"/> j. Subcontract	
<b>9. CAPTION / DESCRIPTION:</b>				<b>5. DATE OF AWARD:</b>	
<b>11. CONTRACT PERIOD: (Specify Month, Day, Year)</b> From _____ To _____		<b>12. PERIOD OF PERFORMANCE EVALUATION REVIEW (Specify Month, Day, Year)</b> From _____ To _____		<b>8. COST ON DATE OF AWARD:</b>	
				<b>10. FINAL CONTRACT COST:</b>	

<b>13. Evaluate the Contractor's adherence to the specific contract requirements or Scope of Work.</b>	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input type="checkbox"/>
<b>14. Evaluate the quality of the Contractor's delivered item or final work product, or service</b>	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input type="checkbox"/>
<b>15. Evaluate the timeliness and adherence to interim and final delivery requirements and milestones.</b>	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input type="checkbox"/>
<b>Evaluate the reliability of the Contractor.</b>	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input type="checkbox"/>
<b>17. Evaluate the effectiveness of the Contractor's service delivery and interaction.</b>	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input type="checkbox"/>
<b>18. Evaluate the accuracy, timeliness, and completeness of contractor's documentation.</b>	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input type="checkbox"/>
<b>19. Evaluate contractor's technical performance and approach to the contract.</b>	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input type="checkbox"/>
<b>20. Evaluate the ability of contractor to deliver or perform at the original price or budget.</b>	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input type="checkbox"/>
<b>21. Evaluate the effectiveness of Project Management. (Check only if applicable.)</b>	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input type="checkbox"/>
<b>Evaluate the Contractor's compliance with Safety Standards. (Check if Applicable/Required for construction contracts.)</b>	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input type="checkbox"/>
<b>23. Evaluate the Contractor's compliance with Labor Standards (Required for construction contracts.)</b>	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input type="checkbox"/>
<b>24. Evaluate Contractor's facility(ies) (Check only if applicable. Note each location, if more than one).</b>	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input type="checkbox"/>
<b>25. Provide an OVERALL PERFORMANCE EVALUATION RATING and add any additional comments. (Attach separate sheet if necessary)</b>	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input type="checkbox"/>

<b>26. Evaluator</b>	a. Name:	b. Signature:	c. Date:	d. Comments:
<b>27. Contracting Officer Review</b>	a. Name:	b. Signature:	c. Date:	d. Comments:

**DISTRIBUTION FOR OCP USE ONLY:**

<input type="checkbox"/> a. Procurement File	<input type="checkbox"/> e. Contract Administrator/COTR	<input type="checkbox"/> l. Agency Chief Financial Officer
<input type="checkbox"/> b. Agency Chief Contracting Officer	<input type="checkbox"/> f. Contract Monitor	<input type="checkbox"/> j. D.C. Office of Inspector General
<input type="checkbox"/> c. Chief Procurement Officer (CPO)	<input type="checkbox"/> g. Agency Director	<input type="checkbox"/> k. D.C. Office of Local Business Development
<input type="checkbox"/> d. OCP Headquarters (Quality Assurance)	<input type="checkbox"/> h. Agency Program	<input type="checkbox"/> l. OTHER:

## INSTRUCTIONS

## GENERAL INSTRUCTIONS

1. This form shall be generated to rate the performance of any contractor, provider, or supplier of goods and services to the District of Columbia.
2. The performance shall be summarized in the comments blocks included on the front of this form by checking the appropriate rating block, and adding any additional comments.
3. If there is not enough space to provide additional comments, please provide the comments on a separate sheet and attach that sheet to the form.
4. Please complete and transmit the attached form to your Agency Chief Contracting Officer in the Office of Contracting and Procurement (OCP), no less than three (3) weeks from the date that a contract ends; or the final delivery and receipt of goods and services pursuant to a contract; or upon the specific request of a representative of the Office of Contracting and Procurement.
5. Please evaluate the performance of the contractor in each area requested checking the appropriate block on the performance evaluation form in accordance with the Rating Schedule listed below.

### RATING SCHEDULE

- (0) **UNSATISFACTORY** The performance was substandard, and does not meet most contractual requirements. The contractual performance contained serious compliance problems for which the contractor's corrective actions appear or were ineffective.
  - (1) **POOR** The performance was simply marginal, and just barely met the contractual requirements. There are, or were, deficiencies in the overall performance that the contractor needs to address. Generally, there were several concerns with the contractor's performance, quality and service.
  - (2) **SATISFACTORY** The performance acceptably meets or met the contractual requirements. The performance was timely, in compliance with the contractual requirements. Generally, there were a few minor difficulties or problems for which corrective action were undertaken by the contractor and were successful.
  - (3) **GOOD** The performance on this contract was more than satisfactory and exceeded some of the contractual requirements. The performance was more than timely and the quality of service above compliance with the requirement. Generally, there was good satisfaction and happiness with the contractor performance, quality, and service.
  - (4) **VERY GOOD** The performance met and exceeded most of the contractual requirements, to the benefit of the government, resulting in a high standard of quality, timeliness, and overall customer satisfaction. There were minimal difficulties with this contract for which all corrective actions undertaken by the contractor were met and fully implemented by the contractor.
  - (5) **OUTSTANDING** The performance of the contractor ALWAYS exceeds the contractual requirements, and was reflected by a continued pattern of an exceptional quality goods (or service, or work product); a continued pattern of advance delivery of goods or completion of services; a continued pattern of always performing at or below budget costs; and an unusual pattern of responsiveness to customer concerns; and an exceptionally high standard of demonstrated technical excellence. There were no contractor difficulties with this contract for which corrective action was required.
6. A written, detailed narrative SHALL be provided to support and sustain all ratings of **UNSATISFACTORY** or **OUTSTANDING**. Please attach additional sheets, if needed.

### SPECIFIC INSTRUCTIONS (All items MUST be completed):

- Block 1. Insert the assigned, official contract number of the contract.
- Block 2. Enter the name, address, telephone and facsimile numbers, and the name of the point of contact of the contractor.
- Block 3. Enter the name, address, and telephone, facsimile and e-mail numbers of the Contract Administrator (CA) / Contracting Officer Technical Representative (COTR).
- Block 4. Enter the appropriate classification information on the contract, or purchase order. Check all that apply.
- Block 5. Enter the contract date of award.
- Block 6. Enter the contractor's federal tax identification number that is listed in or on the contract document.
- Block 7. Enter a brief statement proving a caption or description of the nature of the contract.
- Block 8. Enter the name, address, and telephone and fax numbers of the Contract Monitor, or person completing this evaluation, if other than the CA/COTR.
- Block 9. Enter the initial, or agreed upon, price of the contract as listed in the contract or purchase order exclusive of all modifications.
- Block 10. Enter the final cost of the contract, or what has been, or will be paid to the contractor inclusive of all approved cost modifications.
- Block 11. Enter the actual stated contract period of the contract that is listed on the front of the contract document.
- Block 12. Enter the specific period for which the performance evaluation is being completed if the specific period is less than the total period of the contract.
- Block 13. This item is intended to determine whether the contractor met, or is meeting, the specific requirements outlined in the scope of work that is listed in the contract.
- Block 14. This item is intended to determine the quality of the contractor goods, service, or work performance.
- Block 15. This item is intended to obtain an indication of the timeliness of performance. Ask the question: Did the contractor deliver or perform on time?
- Block 16. This item is intended to assess whether the customer believes the contractor is reliable enough to be used again by the District.
- Block 17. This item is intended to evaluate how well the contractor interacted with the District. Was the contractor responsive, flexible, cooperative, and professional.
- Block 18. This item is intended to assess the contractor's consistency in submitting the complete documents for payment, and other administrative documents including compliance on obtaining adequate liability insurance coverage where that requirement is applicable.
- Block 19. This item is intended to ascertain whether the vendor demonstrated originality and resourcefulness in handling issues addressed in a more traditional manner.
- Block 20. This item is intended to evaluate the contractor complied with the stated, or negotiated, contract cost.
- Block 21. This item addresses the extent, effectiveness, and overall management capability of the contractor (Primarily in service, consulting and construction contracts.)
- Block 22. This item addresses the extent to which the contractor met compliance requirements for a safe work site (Primarily applicable in construction contracts.)
- Block 23. This item addresses the extent to which the contractor met compliance requirements for labor standards and laws.
- Block 24. This item is intended to evaluate whether the facilities that are provided by the contractor to the District met requirements, including whether the facilities were clean, and safe; and met all District housing and building code requirements, or had a Certificate of Occupancy, where applicable.
- Block 25. Provide an OVERALL PERFORMANCE RATING assessing on the contractor's performance. The rating must be consistent with the prior ratings.
- Block 26. The Evaluator completing this performance evaluation shall sign and enter the date of signature.
- Block 27. The Contracting Officer shall review, and shall sign and enter the date of signature.

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**CURRENT SPACE AND EQUIPMENT**

This is a listing of the current space and equipment (telephone, facsimile, computers, modems, metal detection and x-ray equipment, etc.) Office space located at 3535 V Street, N.E. is provided for the administration.

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The District of Columbia Public schools provide the following space and equipment for the contractor.

- a. Office space located at 3535 V Street, N.E. is provided for the administrative staff, investigators, program manager, assistant program manager, chief investigator, and the School Anti-Violence Effort (S.A.V.E.)

The command center is also located at 3535 V Street, N.E. open 24 hours and equipped for alarm monitoring, computers, telephones, cameras, etc.

- b. Telephone lines are provided for the staff, one fax machine, one copy machine, one server, twenty-one computers. Moterola radios are provided to cluster supervisors, S.A.V.E Team and investigators.
- c. Equipment provided to schools:
  - Any communication equipment provided to the security officers is provided by the school.;
  - Video intercoms have been installed in all elementary schools;
  - CCTV cameras have been installed in 95% of all schools;
  - X-ray machines have been installed in all Senior High, Junior High and Middle Schools and Educational Centers.
  - Alarms have been installed in approximately 89% of all schools.

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**LIST OF DCPS HOLIDAY SCHEDULE**

# 2004

**August 9 - 31**  
Early Bird Registration @ local schools

**August 16**  
All employees due back to work  
(except ET-15's)

**August 18 - 20**  
Superintendent's Summer Conference

**August 23 - 25**  
New teacher Orientation

**August 27 - 31**  
First day of school for teachers  
(local school organization and planning)

**September 1**  
First day of school for students  
Last day to provide proof of immunization compliance.

**September 6 (holiday)**  
Labor Day

**September 15**  
Last day to provide proof of residency for all students who enrolled September 1st.

**October 1**  
Progress Reports/Deficiency  
Notices issued

**October 7**  
Official membership count

**October 11 (holiday)**  
Columbus Day

**October 19 (Tuesday)**  
PSAT (All students in Grades 9-11)

**October 22**  
Staff Development; students not in school

**November 2**  
Election Day (Schools Closed)

**November 11 (holiday)**  
Veterans' Day

**November 12**  
Students dismissed at 12:15 p.m.;  
End of first grading period;  
Teachers' record keeping

**November 15**  
Beginning of second advisory

**November 25 - 26**  
Thanksgiving holiday

**December 6**  
Parent-teacher conferences  
12:00 noon - 7:00 p.m.;  
Students not in school

**December 17**  
Progress Reports/Deficiency  
Notices issued  
Staff Development  
Students dismissed at 12:15 p.m.

**December 23 - December 31**  
Winter Vacation

2004-2005 Calendar  
Published: 1/2004



District of Columbia  
Public Schools

# 2005

**January 3**  
Schools reopen

**January 15**  
Showcase of Schools

**January 17 (holiday)**  
Martin Luther King, Jr.'s Birthday

**January 20 (holiday)**  
Inauguration Day

**January 28**  
Out-of-boundary transfer requests accepted  
Students dismissed at 12:15 p.m.;  
Record keeping

**January 31**  
Beginning of 3<sup>rd</sup> Advisory

**February 14**  
Parent-teacher conferences;  
12:00 noon - 7:00 p.m.  
Students not in school

**February 21 (holiday)**  
President's Day

**February 28**  
Out-of-boundary transfer requests deadline;  
Progress reports issued

**March 1**  
Enrollment for new Head Start & Pre-K students

**March 4**  
Staff Development;  
Students dismissed at 12:15 p.m.

**March 9**  
Progress Reports/Deficiency  
Notices issued

**March 25 - April 1**  
Spring Vacation

**April 15**  
Students dismissed at 12:15 p.m.;  
End of third grading period;  
Teachers' record keeping

**April 18**  
First day of fourth advisory

**April 25 - April 29**  
Spring testing

**May 9**  
Parent-teacher conferences;  
12:00 noon - 7:00 p.m.  
Students not in school

**May 20**  
Progress Report/Deficiency  
Notices issued

**May 27**  
Staff Development;  
Students dismissed at 12:15 p.m.

**May 30 (holiday)**  
Memorial Day

**May 31 - June 3**  
Senior Finals & End of Course Exams

**June 5 - 10**  
Senior High Graduations & last days for Seniors

**June 13 - 21**  
Underclassmen Finals & End of Course Exams

**June 21**  
Last day of school for students;  
Non-computerized report cards issued

**June 22**  
Last day of school for teachers

**July 1**  
Computerized report cards mailed

**July 5**  
First day of Summer School

Number of Days in Each Advisory		
	Students	Teachers
First Advisory	48	52
Nov. 12		
Second Advisory	43	45
Jan. 28		
Third Advisory	47	48
April 15		
Fourth Advisory	45	47
June 21		
Total	183	192

Revised 3/9/04

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**D.C. STUDENT CODE OF CONDUCT**

## CHAPTER 24 STUDENT RIGHTS AND RESPONSIBILITIES

Secs.	
2400	General Policy
2401	Student Bill of Rights
2402	Code of Student Responsibilities and Conduct
2403	Corporal Punishment
2404	Search Procedures
2405	Student Grievance Procedure
2406	Impartial Hearing Officers
2407	Public Schools Hearing Office
2408	Dress Codes/Uniforms
2409	[Reserved]
2410	Employment of Minors
2411 - 2412	[Reserved]
2413	Utilization of Public Health Services in School-Based Adolescent Health Centers
2414	Communicable Diseases Contracted by Students
2415	Protection of Students in Experimental Programs
2499	Definitions

### 2400 GENERAL POLICY

2400.1 The protection and safeguards of the Constitution of the United States and especially the Bill of Rights apply to all students.

2400.2 Responsibility is inherent in all rights, especially the basic duty to respect and secure the rights of others. No student or other person involved in the D.C. Public Schools can realize his or her rights unless each student also exercises the self-discipline and care to afford the same rights to all others and does not engage in actions that infringe upon the rights of others.

2400.3 In a social situation such as the public school, all participants, including students, parents, teachers, administrators, and others in the educational process, have the right to know the basic standards of conduct and behavior which are expected of themselves and others. Each student should know what is expected of him or her and what can be expected from others. Thus, the school environment is a community of individuals who live and interact based upon commonly shared rules, rights, responsibilities, expectations, and common sense.

AUTHORITY: §2 of An Act approved June 20, 1906, 34 Stat. 317, ch. 3446, D.C. Code §31-102.

SOURCE: Final Rulemaking published at 24 DCR 1005, 1035 (July 29, 1977).

harassment, or any punishment that is demeaning or derogatory. No student shall be subject to corporal punishment.

- 2401.13 Principals, assistant principals, school security personnel and other designated individuals may conduct, or cause to be conducted, such searches of students as are reasonable to maintain the security, discipline and educational atmosphere of a school building, event or program, in accordance with the provisions §2404.
- 2401.14 Each student shall have the right to use reasonable physical means to defend himself or herself from assault or physical abuse, and shall not be subject to suspension for using limited, reasonable, physical means to restrain another person from physically assaulting or harming a third person.
- 2401.15 Each student has the right to present petitions, complaints, or grievances to school authorities, and the right to receive prompt, authoritative replies from school officials, regarding the disposition of the student's petitions, complaints, or grievances.
- 2401.16 Where a student is entitled to a hearing pursuant to this title, the hearing shall be impartial, and the student shall be afforded all other rights set forth in the hearing procedures.
- 2401.17 Each student shall have the right to exercise his or her constitutional rights of free speech, assembly, and expression without prior restraint, so long as the exercise of these rights does not substantially interfere with the rights of others.
- 2401.18 The exercise of the constitutional rights of free speech, assembly, and expression by students shall include, but is not necessarily limited to, the following:
- (a) Wearing political buttons, armbands, or other badges of symbolic expression;
  - (b) Organizing and participating in political and social organizations;
  - (c) Use of student bulletin boards without prior censorship, but not school bulletin boards without approval of the use which shall be reasonably provided by the schools;
  - (d) Personal determination of appearance, including styles of hair and dress;
  - (e) Preparation and distribution of posters, newspapers, or other printed matter, on or off school grounds, and the reasonable use of the school public address system subject to standards adopted by the student government organization in cooperation with school officials; Provided, that such distribution or use shall be limited to reasonable times before, during, and after school hours in order to prevent undue interference with classroom activities and the rights of others; and
  - (f) Free expression and defense of views and opinions without having that expression affect the student's examinations, grades, academic achievement, or participation in extra-curricular activities.

- 2403.2 The use of corporal punishment in any form is strictly prohibited in the public schools. No student shall be subject to the infliction of corporal punishment by any teacher, other student, administrator, or other school personnel.
- ~~2403.3 No teacher, administrator, student, or other person shall subject a student to corporal punishment or condone the use of corporal punishment by any person under his or her supervision or control.~~
- 2403.4 Permission to administer corporal punishment shall not be sought or accepted from any parent, guardian, or school official.
- 2403.5 Conduct prohibited by this section includes actual or attempted physical contact of any type against a student neither prompted by reasonable efforts at self-defense nor accidental or playful in nature. Examples of prohibited contact include, but are not limited to, the following:
- (a) Shoving;
  - (b) Striking;
  - (c) Grabbing;
  - (d) Shaking;
  - (e) Hitting;
  - (f) Throwing of objects; and
  - (g) Unreasonable restraint.
- 2403.6 The nature and amount of physical contact reasonably necessary for self-defense shall be dependent upon the factual circumstances of each case.
- 2303.7 All allegations of the use of corporal punishment shall be promptly investigated. Discipline shall be administered against any employee who violates this section. Students shall be permitted, but not required, to testify at any proceeding relating to the allegation of corporal punishment.

SOURCE: Final Rulemaking published at 24 DCR 1005, 1039 (July 29, 1977); as amended by Final Rulemaking published at 35 DCR 6013 (August 5, 1988).

#### 2404 SEARCH PROCEDURES

- 2404.1 Individualized searches shall be undertaken if there exists reasonable suspicion that there has been a violation of the student discipline rules (chapter 25 of this title) or the criminal laws of the District of Columbia or the federal government, or, if such a search is part of the overall effort to maintain the security and safety of D.C. Public Schools, in accordance with the provisions this chapter.

of Schools to be necessary to deter weapons being brought onto school grounds; Provided, that such devices are regularly checked and calibrated.

2404.10 All lockers, desks, and other property provided by D.C. Public Schools to students for the storage of personal belongings and school supplies, are the property of the D.C. Public Schools and shall remain under the jurisdiction of D.C. Public Schools. The use of these items by students is a privilege. School officials retain the right to open and search lockers, desks and such other school property and the contents thereof, with or without the presence of the student(s) at any time to enforce school policies, rules, or regulations, or for any other reason.

2404.11 Students shall assume full responsibility for the contents of lockers and shall lock all lockers, or locks, after use. No student shall place, keep or store, or allow to be placed kept or stored, in his or her locker, desk, or other D.C. Public School property, any firearm, knife, explosive, or other dangerous object, the use or possession of which is prohibited by the rules of the Board of Education.

2404.12 Principals shall provide notification to students, and their parents on a regular basis, including at the beginning of each school year, of the Board's policy regarding searches.

SOURCE: Final Rulemaking published at 35 DCR 9057 (December 30, 1988); as amended by Final Rulemaking published at 41 DCR 4934 (July 22, 1994).

## 2405 STUDENT GRIEVANCE PROCEDURE

2405.1 The grievance procedure set forth in this section shall apply to any instance where a specific grievance or hearing process is not provided in this title.

2405.2 The following persons or groups of persons shall be entitled to exercise the grievance procedure set forth in this section:

- (a) Students;
- (b) Student's parent(s) or guardian(s);
- (c) Groups of students; and
- (d) Groups of students' parents, guardians, or their representatives.

2405.3 The grievance procedure set forth in this section may be used to address or seek redress in any of the following instances:

- (a) Where it is alleged that any student or group of students is being denied access to an adequate educational opportunity;
- (b) Where it is alleged that the rights of students, or any individual student, are being denied or abridged;

- (j) Upon receipt of the hearing officer's report, the Assistant Superintendent or designee, shall make a further attempt to resolve the grievance and shall issue a final decision in writing.

- ~~2405.5~~ The written decision of the Assistant Superintendent shall list the findings and recommendations of the hearing officer, even if those findings and recommendations were rejected or modified in the final decision.
- 2405.6 The final decision of the Assistant Superintendent shall be the final administrative decision of the school system.
- 2405.7 Copies of the final decision shall be given to all parties.
- 2405.8 A copy of the Assistant Superintendent's final decision shall be sent to the Superintendent of Schools.
- 2405.9 The grievance procedure set forth in this section shall not preclude or prevent the Assistant Superintendent, principal, or other school official from establishing, in cooperation with students, parents, teachers, other administrators, and other concerned citizens, an intermediate process for the resolution of problems and complaints within the school or program prior to the submission of the grievance to the Superintendent, or designee. The intermediate process should be in writing and available to those persons and groups.

SOURCE: Final Rulemaking published at 24 DCR 1005, 1042 (July 29, 1977); as amended by Final Rulemaking published at 36 DCR 180, 185 (January 6, 1989).

## 2406 IMPARTIAL HEARING OFFICERS

- 2406.1 In all instances where a hearing is required or allowed by the provisions of this title, the hearing shall be conducted by an impartial hearing officer who has no personal or professional interest which would conflict with the objective processing of the case, and, who is assigned to conduct the hearing by the Superintendent of Schools or his or her designee.
- 2406.2 All hearing officers shall be contracted for by the D.C. Public Schools on a full-time or part-time basis to serve in that capacity, and shall have qualifications and training appropriate to the subject matter of the hearing(s) to which they are assigned. Hearing officers in cases involving special education issues shall not be employees of public agencies which are involved in the education or care of the child for whom the hearing is being held.

SOURCE: Final Rulemaking published at 24 DCR 1005, 1043 (July 29, 1977); as amended by Final Rulemaking published at 41 DCR 2226 (April 22, 1994).

## 2407 PUBLIC SCHOOLS HEARING OFFICE

- ~~2407.1~~ The Superintendent of Schools shall establish a Public Schools hearing office which shall not be a part of or under the supervision or control of any Public Schools office or division that must implement the decisions of hearing officers or participate in hearings on behalf of the Public Schools.

- (b) Not be gender specific; and
- (c) Designed to support rational and legitimate school objectives including, but not limited to, the following:

- (1) Neatness and cleanliness;
- (2) Elimination of distractions and disruptions to the education process;
- (3) Health and safety considerations; and
- (4) Respect for the rights of others.

2408.3 Conformance with and enforcement of the local school dress code/uniform policy shall comply with all existing Board rules, as well as applicable District and federal laws.

2408.4 Parents and students shall be specifically informed of their rights and of the voluntary nature of their participation in the uniform policy. No student shall be penalized, in any way, for noncompliance with the local school uniform policy.

2408.5 The Superintendent shall develop standards and appropriate procedures for the implementation of this chapter.

SOURCE: Final Rulemaking published at 38 DCR 5657 (September 6, 1991).

2409 [RESERVED]

## 2410 EMPLOYMENT OF MINORS

2410.1 No minor under the age of eighteen (18) years shall be employed or permitted to work in any establishment where alcoholic beverages are manufactured, subject to the exceptions set forth in this section.

2410.2 No minor under the age of eighteen (18) years shall be employed or permitted to work in any establishment where alcoholic beverages are sold for consumption on the premises, subject to the exceptions set forth in this section.

2410.3 No minor under the age of eighteen (18) years shall be employed or permitted to work in any establishment where alcoholic beverages are sold for consumption off the premises where the establishment deals exclusively in the sale of alcoholic beverages or in which the sale of alcoholic beverages constitutes more than one-third (1/3) of the business, subject to the exceptions set forth in this section.

D.C. Public Schools students in a school setting, in accordance with the provisions of this section and any interagency agreement concerning school-based adolescent health centers executed by the D.C. Public Schools and the Commissioner of Public Health.

2413.2 Health services provided in adolescent health centers located in D.C. Public Schools shall be subject to the following limitations:

- (a) Services shall not include the dispensing of prescription drugs and contraceptive devices;
- (b) Services shall be provided by duly certified and licensed health professionals, acting under proper supervision, as appropriate;
- (c) Services shall augment, supplement and/or complement D.C. Public Schools services in the areas of the physical, social, mental and emotional well-being of students, or, alternatively, fulfill an unmet health need that is evidenced within the general student population;
- (d) Services shall be provided only during the hours between 8:00 a.m. and 5:00 p.m., unless otherwise stipulated in an interagency agreement between the D.C. Public Schools and the Commissioner of Public Health;
- (e) Services shall be provided only to students currently enrolled in the school in which the center is located, except that such services may be provided to students previously enrolled within that school during the current school year, upon approval of the school principal, or to prospective students of the school as part of an enrollment process;
- (f) Services shall be provided free of charge or at nominal cost to students and their parents, unless otherwise stipulated in an interagency agreement between the D.C. Public Schools and the Commissioner of Public Health. Nothing in this section should be read to relieve any insurer, Medicaid, or any similar third party from an otherwise valid obligation to pay for these health services; and
- (g) Services shall be provided to minors only with parental or guardian consent to the specific kinds of services to be provided.

2413.3 A local School Health Center Advisory Council (LSHCAC) shall be established to provide advice and direction to each school-based adolescent health center. The LSHCAC shall be established prior to the provision of services by any center and shall determine whether or not and to what extent the center shall offer any family planning services beyond referral of students, subject to the limitations set out in §2413.2(a).

2413.4 Each LSHCAC shall be comprised of school staff, community leaders, health professionals, parents and students. The exact composition of each LSHCAC shall be in accordance with an interagency agreement executed between the D.C. Public School and the Commissioner of Public Health.

2414.3 The parent or guardian of a minor student exhibiting any of the following symptoms, which may indicate the beginning of a communicable disease, shall be contacted concerning the student's possible referral for medical examination:

- (a) Sore throat;
- (b) Runny eyes;
- (c) Runny nose;
- (d) Headache;
- (e) Nausea;
- (f) Vomiting;
- (g) Diarrhea;
- (h) Fever;
- (i) Sneezing;
- (j) Chills;
- (k) Cough;
- (l) Rash; and
- (m) Jaundice.

2414.4 A student suspected of having one of the following communicable diseases shall be referred to the school nurse, if available. A student found to have one of these diseases shall be excluded from school and re-admitted under the following conditions:

- (a) Chickenpox: The student may return to school six (6) days after the appearance of the rash;
- (b) Conjunctivitis ("pink eye"):
  - (1) Viral/Bacterial: The student may return to school after any redness and discharge have disappeared. If the infection is confirmed by smear or culture, the student may return to school twenty-four (24) hours after commencement of antibiotic treatment with a physician's note attesting to the diagnosis and the onset of treatment; or
  - (2) Allergic: The student may return to school following submission of a physician's note stating the diagnosis;
- (c) Acute Diarrhea (e.g., Salmonella, Shigella):

(p) Tuberculosis: The student may return to school upon the written recommendation of the Tuberculosis Control Program of the District of Columbia Commissioner of Public Health.

- ~~2414.5~~ Any information or record regarding a student with a communicable disease is confidential, and access to such information is to be limited to personnel with a need to know.
- 2414.6 Disclosure of any information to individuals outside of the School System, except the school nurse or school physician, shall not be made without the express written consent of the parent or guardian of the infected minor student or of the adult student himself, except as provided in §§2414.7 and 2414.8.
- 2414.7 The District of Columbia Commissioner of Public Health shall be immediately informed of students the following diseases:
- (a) Measles;
  - (b) Meningococcal meningitis;
  - (c) Mumps;
  - (d) Pertussis;
  - (e) Rubella;
  - (f) Tuberculosis; and
  - (g) Hepatitis A and other food-borne illnesses (e.g. food poisoning).
- 2414.8 To the extent permitted by law or regulation, the D.C. Public Schools shall provide the District of Columbia Commissioner of Public Health with information regarding students with AIDS, ARC or a positive test for antibodies to HIV, and other communicable diseases.
- 2414.9 Decisions regarding the educational placement of students with AIDS, ARC and asymptomatic infection with the HIV virus shall be made on a case-by-case basis, based on the recommendation of the District of Columbia Commissioner of Public Health, taking into account both the neurological development and physical condition of the infected student and the general characteristics of the students in each educational setting considered, as well as the degree of student interaction in each possible placement.
- 2414.10 If a subsequent change in the condition of a student with AIDS, ARC or asymptomatic infection with the HIV virus indicates a need to reevaluate a placement decision, the reevaluation shall also be made pursuant to the procedures set out in §2414.9.
- ~~2414.11~~ When a decision is made to place a student with AIDS, ARC or asymptomatic infection with the HIV virus in a school setting, the Superintendent, the school principal, the school nurse, and other personnel with a need to know shall be

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**LIST OF DRUGS FOR TESTING**

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**METROPOLITAN POLICE DEPARTMENT**

Human Resources Bureau  
Medical Services Division

Drug Screening Program  
**URINE SPECIMEN COLLECTION MANUAL**

January 9, 1998

ATTACHMENT TO GENERAL ORDER 1002.4

## **B. Collection Site**

A designated collection site is a place where individuals present themselves for the purpose of providing urine specimens to be analyzed. The site shall possess all necessary personnel, materials, equipment, facilities, and supervision to provide for the collection, security, temporary storage and initial screening of urine specimens. The site shall be secured during urine collection and screening operations.

When it is necessary to collect a specimen at a site other than the Police and Fire Clinic, the Office of Internal Affairs personnel shall use the same Split Specimen Transport Box collection kits and 7 part form used at the Clinic. The specimen shall be produced under observation then transported immediately to the emergency room at Providence Hospital where it will be placed in a locked collection box for pick-up by Quest Laboratories. The Clinic Contract Administrator shall be notified that a specimen was collected and shall, in turn, notify Quest Laboratories to arrange for a special pick-up at Providence Hospital within 24 hours.

## **C. Collection Procedures**

1. When the PFC collector is ready for a donor, the MPD sergeant shall escort the member to the Clinic laboratory.

2. No unauthorized personnel shall be permitted in any part of the collection site while urine specimens are being collected or tested.

3. The collector will verify the donor's identification and record the member's name and Social Security Number in the laboratory drug screening log and complete Step 1 of the 7 Part Chain of Custody form. The member's Social Security Number shall be used as the employee ID number on the 7 part form.

4. If the donor is there for a Fitness-For-Duty or a Reasonable Suspicion test or to be retested after a previous specimen was determined to be adulterated, diluted or otherwise tampered with, the donor will be directed to the dressing room to disrobe and put on a laboratory gown then return to the laboratory.

5. If the donor is not required to disrobe, the collector will direct the donor to remove all outer garments and to empty their pockets into a container.

6. The collector will supervise the donor while the donor thoroughly washes and dries his/her hands.

12. If the donor cannot produce an adequate amount of urine, the collector will direct the donor to drink not more than 40 ounces of fluid and, after a period of up to two hours, again attempt to provide a complete sample. ~~The donor will remain in the Clinic Waiting Room until the donor is ready to produce a second sample.~~

13. If the donor is still unable to provide an adequate amount of urine, the collector will call a clinic physician who will examine the patient to determine if a medical reason exists for the donor's inability to produce the specimen or if the inability to produce a specimen should be treated as a refusal to test.

14. If the specimen appears adulterated, the collector will immediately notify a Clinic liaison official. The liaison official may be asked to remain in the laboratory for the remainder of the collection procedure. The collector shall note the suspected adulteration in the daily log and the donor shall initial the notation. The initial sample will be poured into the two collection containers - approximately 30ml in container A and at least 15ml in container B. Both containers will be sealed and dated by the collector. The donor shall initial each label to signify that the donor witnessed this process and to confirm that the sample in each container came from the donor. The donor will also be directed to place his/her thumb print on the specimen B container which will be sent to the Fraternal Order of Police (FOP) Confirmation Laboratory, if directed by the FOP. Both samples will be sent to the confirmation laboratory to test for and confirm adulteration and, to the extent possible, specifically identify the adulterant and to test for illicit drugs. The results of confirmation testing will be used as evidence for possible administrative action against the donor.

15. The donor shall then be directed to select a second sealed Split Specimen Transport Box. The donor will then produce a second specimen under direct observation by a police official or a clinic staff member of the same sex as the donor. The collector will prepare a second 7 part form for the new sample. After the second specimen is produced, the donor's police powers shall be revoked, their badge and weapon collected and they shall immediately be placed on administrative leave with pay pending receipt of the confirmation test results.

16. If there is sufficient urine and the original or second sample does not appear to have been adulterated, the collector will pour a portion of the specimen into the two containers - approximately 30ml in container A and at least 15ml in container B. The collector will seal the containers with the security strips attached to the 7 part form and record the date on the seals. The donor will initial each label. The donor will also be directed to place his/her thumb print on the specimen B container which will be sent to the FOP Confirmation Laboratory, if directed by the FOP.

17. If the donor is there for Fitness-For-Duty or Reasonable Suspicion testing, the donor will follow the TRIAGE procedures for drug screening.

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## INTRODUCTION

### Goals and Objectives of Drug Screening Process

While it is the inherent duty and responsibility of the Metropolitan Police Department to maintain an accounting to the public which we serve, it is equally important for the department to protect itself and its members against the wrongful actions of a few members or prospective members who may eventually cause harm to their co-workers and/or to the public because of their use of illicit drugs. In the proper context, urine drug testing can also be used to deter drug abuse in general. To be a useful tool, the testing procedure must be capable of detecting drugs or their metabolites at concentrations sufficiently low to include occasional or infrequent users as well as recent users.

Urine is the body fluid most often tested because it can be readily obtained by relatively non-invasive means. However, the presence of a drug in a urine specimen is normally used to simply indicate the subject's use of the drug, and provides little insight as to whether the subject was under the influence of the drug at a specific time. Even so, the consequence of a positive urine test for an illegal drug can carry severe penalties. Even when punitive actions do not take place, the suggestion that drug abuse has occurred can be devastating to the life of the subject. For these reasons, urine drug test results must be as error-free as possible and defensible in the event that they are challenged during an administrative, civil or criminal proceeding. Reliable discrimination between the presence, or absence, of specific drugs or their metabolites is critical, not only to achieve the goals of the testing program but to protect the rights of those tested; thus, it is in the Department's interest to set standards which the Illicit Drug Screening Program must maintain in order to achieve maximum acceptability of test results.

The possible impact of a positive test result on an individual's livelihood, freedom or rights, together with the possibility of a legal challenge of the result, sets this type of test apart from most clinical laboratory testing. In fact, urine drug testing should be considered a special application of analytical forensic toxicology. That is, in addition to the application of appropriate analytical methodology, the specimen must be treated as evidence and all aspects of the testing procedure must be documented and preserved for possible administrative hearings or civil proceedings. The clinic laboratory shall acquire the services or advice of a qualified forensic toxicologist, or individual with equivalent qualifications (of experience, training, etc), to address the specific needs of the on-site testing facility including the demands of chain of custody of specimens, security, proper documentation of all records, storage of positive specimens for later or independent testing, presentation of evidence for administrative hearings or civil proceedings, and expert witness testimony.

## E. Screening Test Procedures

1. The collector will indicate on the seven (7) part form whether this specimen is to be tested for the NIDA five (5) drug panel or the seven (7) drug panel (applicants and new hires only), direct the member to sign the fourth copy of the 7 part form, tear-off the first three copies (white copies) and place the white copies in the front pouch of the transport bag. The samples shall then be placed in the back pouch of the clear transport bag. The collector shall seal the transport bag, place the bag in the shipping container, seal the container with the seal from the 7 part form and initial the seal.

2. The specimens shall be picked up daily by the screening and confirmation laboratory for initial drug screening.

3. The laboratory will test the specimen for adulteration and perform the initial drug screening. Negative results, consisting of the specimen serial number and a pass notation, shall be printed on a printer located in the PFC laboratory within 24 hours of the samples being received at the screening and confirmation laboratory. The positive screening results will not be transmitted to PFC except for the samples collected from new hires on the day before Swearing In.

4. For each specimen reported as positive for the presence of illicit drugs, the laboratory shall initiate confirmation testing.

5. If the laboratory screening indicates that a specimen may have been adulterated, a Clinic liaison official will be contacted immediately. The laboratory will initiate testing to identify the adulterant and to confirm adulteration. The donor shall be contacted and directed to report immediately to the Clinic for a second drug test which will be observed.

6. If the screening test does not indicate the presence of controlled substances, the initial specimen will be retained by the screening laboratory for 7 days as required by the Clinical Laboratories Investigation Agency (CLIA). After the seven day period, the specimen will be disposed of.

## F. Chain of Custody

Only authorized personnel may handle urine specimens. The chain of custody procedures shall always be maintained to control and account for specimens from receipt through screening and confirmation if necessary. Every individual in the chain of custody shall be identified. PFC personnel will be responsible for all specimens in their possession and shall sign and complete the Chain of Custody forms for specimens as they are received and/or transferred.

The two specimen containers will be sent to the screening and confirmation laboratory under Chain-Of-Custody procedures.

## **PART V CONFIRMATION TEST POLICY**

A second analytical procedure will be used to identify the presence of a specific drug or metabolite, which uses a different technique and chemical principle from that of the initial preliminary test in order to ensure reliability and accuracy. Gas chromatography/mass spectrometry (GC/MS) is the only authorized method for confirmation.

## **PART VI CONFIRMATION TEST RESULTS**

Upon receipt of report(s) from the laboratory confirming the presence of an illicit/controlled substance in the urine sample of a member of the Metropolitan Police Department, the Medical Review Officer (MRO) will review the 7 part form for compliance with proper procedures before notifying MPD of the confirmed positive result.

The member will be contacted by MPD to schedule an appointment to meet with the MRO and an MPD liaison official for the purpose of determining whether there are any medical reasons for the positive test results. If the MRO determines that the positive test results were the result of prescribed or over-the-counter medication or other legally ingested substances, the MRO will determine that the drug screening results were negative.

If the member was tested positive for opiates but the MRO cannot positively conclude that the member actually used opiates, the member will be returned to duty and informed that he/she will be randomly selected for a new drug screening within 30 days.

If the confirmation results confirm the positive screening results, a case jacket shall be prepared by MPD containing copies of all documents relative to the collection and testing of the individual sample, including copies of all laboratory reports, administrative memoranda, and other applicable supporting documents. The administrative official who compiles the case jacket shall also prepare an "administrative hearing check sheet" which shall be utilized to ensure completeness of the record. As each required document is placed in the file, an appropriate entry with the date and initials of entering official shall be recorded.

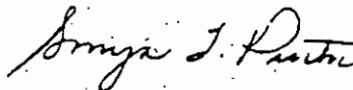
Case jackets shall be clearly marked to indicate whether the member is a career officer or a probationer. The case jacket shall then be turned over to the Drug Screening Supervisor. The Drug Screening Supervisor shall complete the collection of necessary documents. When the case jacket is completed, a notification shall be made to the Internal Affairs Division to arrange for transfer of the package to the Internal Affairs Division investigator.

**PART X INSPECTIONS**

~~Internal Affairs Division personnel shall reserve the right to inspect the facility at any time, and are authorized to conduct unannounced inspections.~~

**PART XI CONFIDENTIALITY OF RECORDS**

The laboratory (Internal/External) shall ensure that the records are secured in compliance with the Privacy Act, 5 U.S.C. 552a and the patient access and confidentiality provisions of section 3112.2 of Chapter 31 of the District Personnel Manual. The Medical Services Division shall establish a Privacy Act System of Records to protect both the agency's and the contractor's records of employee urinalysis results. The Privacy Act System shall have specific provisions requiring that employee records are maintained and used with the highest regard for employee privacy.



Sonya T. Proctor  
Interim Chief of Police

**CHILD SAFETY ACT**

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AN ACT

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

*Codification  
District of  
Columbia  
Official Code*

2001 Edition

2004 Spring  
Supp.

West Group  
Publisher

To amend, on a temporary basis, the District of Columbia Government Comprehensive Merit Personnel Act of 1978 to establish a mandatory drug and alcohol testing program for certain District of Columbia government applicants and employees; to establish a criminal background check program for employees and volunteers of District of Columbia agencies that provide direct services to children and youth, and for employees of the Child Support Enforcement Division of the Office of the Corporation Counsel; to establish uniform health screening requirements and the use of uniform health forms for all District of Columbia children; to authorize the Director of the Department of Human Services to take a child into custody when a child committed to the legal custody of the Department absconds from a community-based placement or violates any of the terms of his or her placement; to establish an Early Intervention Program to provide early intervention services for infants and toddlers from birth to 2 years of age and their families; to amend the District of Columbia Public School Nurse Assignment Act of 1987 to require that nurses be assigned to public charter schools; to amend the District of Columbia Uniform Controlled Substances Act of 1981 to designate all areas within 1000 feet of public charter schools as drug free zones; and to establish a Postsecondary Education Assistance Trust Fund to assist needy children with the cost of postsecondary education, utilizing funds generated by an individual income tax check-off.

BE IT ENACTED BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That this act may be cited as the "Child and Youth, Safety and Health Omnibus Temporary Amendment Act of 2004".

TITLE I. MANDATORY DRUG AND ALCOHOL TESTING PROGRAM.

Sec. 101. Short title.

This title may be cited as the "Mandatory Drug and Alcohol Testing for the Protection of Children Temporary Amendment Act of 2004".

Sec. 102. The District of Columbia Government Comprehensive Merit Personnel Act of 1978, effective March 3, 1979 (D.C. Law 2-139; D.C. Official Code § 1-601.01 *et seq.*), is amended by adding a new title XX-C to read as follows:

"TITLE XX-C

"MANDATORY DRUG AND ALCOHOL TESTING FOR  
CERTAIN EMPLOYEES WHO SERVE CHILDREN.

"Sec. 2031. Definitions.

"For the purposes of this title, the term:

"(1) "Applicant" means any person who has filed any written employment application forms to work for the District of Columbia government, or has been tentatively selected for employment.

"(2) "Children" means individuals 12 years of age and under.

"(3) "District" means the District of Columbia.

"(4) "District employee" means an employee of the District of Columbia government.

"(5) "Drug" means an unlawful drug and does not include over-the-counter prescription medications.

"(6) "Employee" means any person employed in a position for which he or she is paid for services on any basis.

"(7) "Post-accident employee" means a District employee in a safety-sensitive position who, while on-duty, is involved in a vehicular or other type of accident resulting in personal injury or property damage, or both.

"(8) "Probable cause" or "reasonable suspicion" means a reasonable belief by a supervisor that an employee in a safety-sensitive position is under the influence of an illegal drug or alcohol to the extent that the employee's ability to perform his or her job is impaired.

"(9) "Random testing" means drug or alcohol testing conducted on a District employee at an unspecified time for purposes of determining whether any District employee subject to drug testing has used drugs or alcohol and, as a result, is unable to satisfactorily perform his or her employment duties.

"(10) "Reasonable suspicion referral" means referral of an employee in a safety-sensitive position for testing by the District for drug or alcohol use.

"(11) "Safety-sensitive position" means employment in which the employee has direct contact with children and youth, is entrusted with the direct care or custody of children and youth, and whose performance of his or her duties may affect the health, welfare, or safety of children and youth.

"(12) "Youth" means individuals between 13 and 17 years of age, inclusive.

"Sec. 2032. Employee testing.

"(a) The following individuals shall be tested by the District government for drug and alcohol use:

"(1) Applicants for employment in safety-sensitive positions;  
"(2) Applicants for employment in positions in the Child Support Enforcement Division of the Office of the Corporation Counsel, including temporary and contractual positions;

"(3) Those employees who have had a reasonable suspicion referral;  
"(4) Post-accident employees, as soon as reasonably possible after the accident;  
and

"(5) District government employees or contractual employees who work in safety-sensitive positions.

"(b) The District shall only subject employees in subsection (a)(3) and (a)(5) of this section to random testing.

"(c) Supervisors shall be trained in substance abuse recognition and shall receive a second opinion from another supervisor prior to making a reasonable suspicion referral.

"(d) Employees shall be given at least a 30-day (calendar) written notice from March 26, 2002 that the District is implementing a drug and alcohol testing program. Upon receipt of a written notice of the program, each employee shall be given one opportunity to seek treatment, if he or she has a drug or alcohol problem. Following March 26, 2002, the Department shall procure a testing vendor and testing shall be implemented as described in this title.

"Sec. 2033. Motor vehicle operators.

"Any District government employee who operates a motor vehicle in the performance of his or her employment within the District of Columbia shall be deemed to have given his or her consent, subject to the conditions in this title, to the testing of the employee's urine or breath for the purpose of determining drug or alcohol content whenever a supervisor has probable cause or a police officer arrests such person for a violation of the law and has reasonable grounds to believe such person to have been operating or in physical control of a motor vehicle within the District while that person's breath contains .08 percent or more, by weight, of alcohol, or while under the influence of an intoxicating liquor or any drug or combination thereof, or while that person's ability to operate a motor vehicle is impaired by the consumption of intoxicating liquor.

"Sec. 2034. Testing methodology.

"(a) Testing shall be performed by an outside contractor at a laboratory certified by the United States Department of Health and Human Services ("HHS") to perform job-related drug and alcohol forensic testing.

"(b) For random testing of employees, the contractor shall, at a location designated by the District to collect urine specimens on-site, split each sample and perform enzyme-multiplied-immunosorbent assay technique ("EMIT") testing on one sample and store the split of that sample. Any positive EMIT test shall be then confirmed by the contractor, using the gas chromatography/mass spectrometry ("GCMS") methodology.

"(c) Any District employee found to have a confirmed positive urinalysis shall be notified of the result. The employee may then authorize that the stored sample be sent to another HHS-

certified laboratory of his or her choice; at his or her expense, for a confirmation, using the GCMS testing method.

"(d) Reasonable suspicion and post-accident employee testing shall follow the same procedures set forth in subsections (a) through (c) of this section. In such cases, the employee shall be escorted by a supervisor to the contractor's test site for specimen collection or a breathalyser.

"(e) A breathalyser shall be deemed positive by the District's testing contractor if the contractor determines that 1 milliliter of the employee's breath (consisting of substantially alveolar air) contains .38 micrograms or more of alcohol.

"Sec. 2035. Procedure and employee impact.

"A drug and alcohol testing policy shall be issued in advance of implementing the drug and alcohol program to inform employees of the requirements of the program and to allow each employee one opportunity to seek treatment, if he or she has a drug or alcohol program. Thereafter, any confirmed positive drug test results, positive breathalyser test, or a refusal to submit to a drug test or breathalyser shall be grounds for termination of employment in accordance with this act. This testing program shall be implemented as a single program. The results of a random test shall not be turned over to any law enforcement agency without the employee's written consent.

"Sec. 2036. Coverage of private providers.

"Each private provider that contracts with the District of Columbia to provide employees to work in safety-sensitive positions shall establish mandatory drug and alcohol testing policies and procedures that are consistent with the requirements of this title.

"Sec. 2037. Rules.

"The Mayor, pursuant to Title I of the District of Columbia Administrative Procedure Act, approved October 21, 1968 (82 Stat. 1204; D.C. Official Code § 2-501 *et seq.*), may issue rules to implement the provisions of this title."

TITLE II. CRIMINAL BACKGROUND CHECKS.

Sec. 201. Short title.

This title may be cited as the "Criminal Background Checks for the Protection of Children Temporary Act of 2004".

Sec. 202. Definitions:

For the purposes of this title, the term:

(1) "Agency that provides direct services to children and youth" means any public or private District agency that provides to children and youth, or for the benefit of children and youth, services that affect the health, safety, and welfare of children and youth, including individual and youth counseling, therapy, case management, supervision, or mentoring.

(2) "Applicant" means an individual who has filed a written application for

employment with any public or private District agency that provides direct services to children and youth or an individual who has made an affirmative effort through a written application or a verbal request to serve in a volunteer position with a public or private District agency that provides direct services to children and youth. Applicant shall also mean an individual who has filed a written application for employment with the Child Support Enforcement Division of the Office of the Corporation Counsel.

(3) "Children" means individuals 12 years of age and under.

(4) "Criminal background check" means the investigation of a person's criminal history through the record systems of the Federal Bureau of Investigation and the District of Columbia Metropolitan Police Department.

(5) "District" means the District of Columbia.

(6) "Employee" means an individual who is employed on a full-time, part-time, temporary, or contractual basis by a District agency that provides direct services to children and youth.

(7) "FBI" means Federal Bureau of Investigation.

(8) "MPD" means the District of Columbia Metropolitan Police Department.

(9) "Volunteer" means any individual who works without any monetary or any other financial compensation for any District agency that provides direct services to children and youth.

(10) "Youth" means individuals between 13 and 17 years of age, inclusive.

Sec. 203. Criminal background checks required for certain individuals.

The following individuals shall apply for criminal background checks in accordance with the requirements of section 205(a):

(1) Each applicant who is under consideration for employment, either compensated or voluntary, by any public or private District agency that provides direct services to children and youth, as defined by regulations promulgated pursuant to section 208.

(2) Each person who is employed by any public or private District agency that provides direct services to children and youth, as defined by regulations promulgated pursuant to section 208.

(3) Each applicant under consideration for employment by the Child Support Enforcement Division of the Office of Corporation Counsel, as defined by regulations promulgated pursuant to section 208.

(4) Each person employed by the Child Support Enforcement Division of the Office of the Corporation Counsel, as defined by regulations promulgated pursuant to section 208.

Sec. 204. Authorization to obtain records.

(a) The Mayor is authorized to obtain criminal history records maintained by the Federal Bureau of Investigation and the Metropolitan Police Department and traffic records maintained by the Department of Motor Vehicles to investigate a person applying for employment, in either a compensated or a volunteer position, or current employees and volunteers of public and private agencies that provide direct services to children and youth.

(b) Before any applicant for employment, in either a compensated or a volunteer position, with an agency providing direct services to children and youth may be offered a position, the Mayor or the private agency shall inform the applicant that a criminal background check must be conducted on him or her, and in the case of an employee or volunteer who is required to drive a motor vehicle to transport children in the course of performing his or her duties, a traffic record check must also be conducted.

(c) The Mayor is authorized to obtain criminal history records maintained by the Federal Bureau of Investigation and the Metropolitan Police Department and traffic records maintained by the Department of Motor Vehicles to investigate a person employed by the Child Support Enforcement Division of the Office of Corporation Counsel.

(d) Before any applicant for employment with the Child Support Enforcement Division of the Office of the Corporation Counsel may be offered a position, the Mayor shall inform the applicant that a criminal background check must be conducted on him or her, and in the case of an employee who is required to drive a motor vehicle to transport children in the course of performing his or her duties, a traffic record check must also be conducted.

Sec. 205. Criminal background checks required before offer of employment.

(a) An individual described in section 203 shall not be offered employment until a criminal background check has been conducted on that person and the person is determined to meet the requirements of this title. The individual shall submit to a criminal background check by means of fingerprint and National Criminal Information Center checks conducted by the Mayor and the FBI. The individual shall provide a complete set of legible fingerprints on a fingerprint card, in a form approved by the FBI. These fingerprints shall be available for use by the Mayor and the FBI to conduct a local and national criminal history record check of the individual.

(b) The Mayor shall conduct a criminal background check once the applicant has provided:

- (1) A set of qualified fingerprints;
- (2) Written approval authorizing the Mayor to conduct a criminal background check;
- (3) A confirmation that he or she has been informed by the Mayor or the District agency that the Mayor is authorized to conduct a criminal background check on the applicant;

(4) Any additional identification that is required, such as name, social security number, birth date, and gender;

(5) An affirmation that he or she has not been convicted of a crime in the District of Columbia or in any other state or territory, for any of the following felony offenses or their equivalent in another state or territory:

- (A) Murder, attempted murder, manslaughter or arson;
- (B) Assault, battery, assault and battery, assault with a dangerous weapon, mayhem, or threats to do bodily harm;
- (C) Burglary;
- (D) Robbery;
- (E) Kidnapping;
- (F) Theft, fraud, forgery, extortion, or blackmail;
- (G) Illegal use or possession of a firearm;
- (H) Trespass or injury to property;
- (I) Rape, sexual assault, sexual battery, or sexual abuse;
- (J) Child abuse or cruelty to children; or
- (K) Unlawful distribution or possession of, or possession with intent to distribute, a controlled substance;

(6) An acknowledgment that the Mayor or the District agency has notified the applicant of the applicant's right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report; and

(7) An acknowledgment that the Mayor or the District agency may choose to deny the applicant employment or a volunteer position based on the outcome of the criminal background check.

(c) Each employee or volunteer shall be required to submit to periodic criminal background checks while employed by or volunteering at any District agency covered by this title.

Sec. 206. Establishment of office to conduct criminal background checks.

The Mayor shall establish a District government office to conduct the criminal background checks, including the fingerprinting of individuals required by section 205. The office shall be staffed, at minimum, by one FBI-approved person to fingerprint applicants for criminal background checks and one person to provide clerical services. The office shall conduct criminal background checks in accordance with FBI policies and procedures and shall be housed in an FBI-approved environment.

Sec. 207. Confidentiality of information to be maintained.

All criminal background records received by the Mayor shall be confidential and are for the exclusive use of making employment-related determinations under this title. The records

shall not be released or otherwise disclosed to any person except when:

- (1) Required as one component of an application for employment with a District agency covered under this title;
- (2) Requested by the Mayor or his or her designee during an official inspection or investigation;
- (3) Ordered by a court;
- (4) Authorized by the written consent of the person being investigated; or
- (5) Utilized for a corrective or adverse action in a personnel proceeding.

Sec. 208. Rules.

The Mayor, pursuant to Title I of the District of Columbia Administrative Procedure Act, approved October 21, 1968 (82 Stat. 1204; D.C. Official Code § 2-501 *et seq.*), shall issue rules to implement the provisions of this title. The rules shall include:

- (1) Standards for determining whether public or private agencies are required to comply with the requirements of this title;
- (2) Procedures for agencies to challenge the determination that they are required to comply with this title;
- (3) Procedures for an applicant or employee to challenge allegations that he or she committed a proscribed offense;
- (4) A sliding fee schedule for the payment of the cost of criminal background checks; and
- (5) A description of the corrective or adverse actions that may be taken against an agency or employee that violates the provisions of this title.

Sec. 209. Submission of names of public and private agencies that provide direct services to children and youth.

(a) Each District government agency shall submit to the Mayor the names of any public or private agency that provides direct services to children and youth with employees or volunteers that it believes should be subject to the criminal background check requirements of this title within 30 days of March 26, 2002.

(b) The Mayor shall publish a notice in the District of Columbia Register requesting that District residents and agencies submit the names of public and private agencies that provide direct services to children and youth and whose employees and volunteers should be subject to the criminal background check requirements of this title within 45 days from the date of publication of the notice.

Sec. 210. Assessment of information on public and private agencies.

The Mayor shall review the information on public and private agencies submitted pursuant to section 209 and any other available information to make a decision on the agencies that will be required to comply with this title.

Sec. 211. Notice to agencies for employees and volunteers to obtain criminal background checks.

(a) The Mayor shall publish in the District of Columbia Register a notice that applicants for employment with and employees of clearly identified private agencies that provide direct services to children and youth are required to apply for criminal background checks within 45 days from the date of publication of the notice.

(b) The notice shall inform agencies subject to the requirements of this title of the location of the office in which applications for criminal background checks are to be made.

Sec. 212. Licensure requirements and reimbursement for cost of criminal background checks.

(a) Prior to the issuance or the renewal of any license for an agency that provides direct services to children and youth to operate, the agency shall provide evidence that criminal background checks have been conducted on its employees and volunteers who provide direct services to children and youth. A license shall not be issued or renewed for any private agency that has employees or volunteers who provide direct services to children and youth in the District of Columbia and who have not had criminal background checks.

(b) The Mayor shall establish, by regulation, a sliding fee schedule for the payment of the cost of criminal background checks by public and private agencies in the District of Columbia.

Sec. 213. Penalty for providing false information.

An applicant for employment or a volunteer position with any District agency that provides direct services to children and youth who provides false information in the course of applying for the position shall be subject to prosecution pursuant to section 404 of the District of Columbia Theft and White Collar Crimes Act of 1982, effective December 1, 1982 (D.C. Law 4-164; D.C. Official Code § 22-2405).

Sec. 214. Penalties for disclosing confidential information.

(a) An individual who discloses confidential information in violation of section 207 is guilty of a criminal offense and, upon conviction, shall be fined not more than \$1,000 or imprisoned for not more than 180 days, or both.

(b) Prosecutions for violations of this title shall be brought in the name of the District upon information by the Corporation Counsel.

TITLE III. CHILD HEALTH REQUIREMENTS.

Sec. 301. Short title.

This title may be cited as the "Uniform Child Health Screening Requirements and Reporting Form Temporary Act of 2004".

Sec. 302. Purpose.

The purpose of this legislation is:

(1) To establish uniform health screening requirements for all children, from birth to 21 years of age, in the District of Columbia, regardless of their insurance status, including children who are wards of the District and children with special needs who reside or are receiving services in another state;

(2) To improve the overall health status of all children by ensuring consistency in health screening and early detection of health problems and enabling children to obtain the necessary prevention, treatment, and intervention services at the earliest opportunity;

(3) To reduce parental stress and increase parental satisfaction and compliance with health screening requirements by using a uniform health form for participation or enrollment in all child-related health, human or social services, and educational programs; and

(4) To provide the Mayor with the information necessary to effectively plan, establish, and evaluate a comprehensive system of appropriate preventive services for children for early detection of potential health problems.

Sec. 303. Definitions.

For the purposes of this title, the term:

(1) "Child-related educational program" means public and private schools, including pre-kindergarten, kindergarten, and special education.

(2) "Child-related health program" means Medicaid, Children Health Insurance Program ("CHIP"), Healthy Start, Healthy Families, Early Intervention, and private health insurance.

(3) "Child-related human or social services program" means child-care programs, children in foster care, Head Start, and Women, Infants and Children.

(4) "Uniform health form" means a standardized form developed by the Mayor for use during periodic physical examinations of children.

Sec. 304. Establishment of uniform health screening requirements and forms.

(a) The Mayor shall establish uniform health screening requirements consistent with the standards and schedules of the American Academy of Pediatrics for all children, from birth to 21 years of age, in the District of Columbia, regardless of insurance status, including children who are wards of the District and children with special needs who reside or who are receiving services in another state.

(b) The Mayor shall develop a uniform health form for enrollment of children in child-related health, human or social services, and educational programs.

Sec. 305. Payment for health screenings.

(a) An insurer's health benefits plan shall include the uniform health screening requirements for children from birth to age 21 years in the District, including children with special needs who reside or who are receiving services in another state.

(b) The enrollments for Medicaid, Head Start, Healthy Families, and CHIP are expanded to include the requirement of uniform health screenings for all children.

Sec. 306. Rules.

The Mayor, pursuant to Title 1 of the District of Columbia Administrative Procedure Act, approved October 21, 1968 (82 Stat. 1204; D.C. Official Code § 2-501 *et seq.*), may issue rules to implement the provisions of this title.

TITLE IV. AUTHORIZATION FOR THE DEPARTMENT OF HUMAN SERVICES TO TAKE CHILDREN INTO CUSTODY.

Sec. 401. Short title.

This title may be cited as the "Juvenile Protective Custody Temporary Act of 2004".

Sec. 402. Section 16-2309(a) of the District of Columbia Official Code is amended as follows:

Note,  
§ 16-2309

(a) Paragraph (7) is amended by striking the word "or" at the end.

(b) Paragraph (8) is amended by striking the period at the end and inserting the phrase "or" in its place.

(c) A new paragraph (9) is added to read as follows:

"(9) by the Director of the Department of Human Services when a child committed to the legal custody of the Department of Human Services absconds from a community-based placement or violates any of the terms of his or her aftercare placement. For the purposes of this paragraph, the term "aftercare placement" means the placing of a child who has been committed to the legal custody of the Department of Human Services in the community under the supervision of a trained social worker."

TITLE V. ESTABLISHMENT OF THE D.C. EARLY INTERVENTION PROGRAM.

Sec. 501. Short title.

This title may be cited as the "D.C. Early Intervention Program Establishment Temporary Act of 2004".

Sec. 502. Purpose.

The purpose of this legislation is:

(1) To enhance the development of infants and toddlers with disabilities and to minimize their potential for developmental delay;

(2) To reduce the educational costs to our society, including our schools, by minimizing the need for special education and related services after infants and toddlers with disabilities reach school age;

(3) To minimize the likelihood for institutionalization of individuals with disabilities and maximize the potential for their independent living in society;

(4) To enhance the capacity of families to meet the special needs of their infants and toddlers with disabilities;

(5) To establish collaborative activities among agencies of the District of Columbia that administer programs relating to young children to maximize the quality of early intervention services; and

(6) To enhance the capacity of city agencies and service providers to identify, evaluate, and meet the special needs of historically under-represented populations, particularly minorities, low-income, and inner-city populations.

Sec. 503. Establishment of Early Intervention Program and Interagency Coordinating Council.

(a) There is established in the District of Columbia an Early Intervention Program ("Program") to provide early intervention services to infants and toddlers, from birth through 2 years of age, and their families. The Program will be administered and supervised by a lead agency designated by the Mayor. The services shall be provided in accordance with the requirements of the Individuals with Disabilities Education Act, approved June 4, 1997 (111 Stat. 37; 20 U.S.C. §§ 1400 *et seq.*).

(b) There is established an Interagency Coordinating Council to advise and assist the Mayor with the implementation of the Program, including the establishment of interagency agreements.

Sec. 504. Rules.

The Mayor, pursuant to Title I of the District of Columbia Administrative Procedure Act, approved October 21, 1968 (82 Stat. 1204; D.C. Official Code § 2-501 *et seq.*), may issue rules to implement the provisions of this title.

TITLE VI. ASSIGNMENT OF NURSES TO PUBLIC CHARTER SCHOOLS.

Sec. 601. Short title.

This title may be cited as the "Public Charter School Nurse Assignment Temporary Amendment Act of 2004".

Sec. 602. Section (2)(a) of the District of Columbia Public School Nurse Assignment Act of 1987, effective December 10, 1987 (D.C. Law 7-45; D.C. Official Code § 38-621(a)), is amended by adding the phrase "and public charter" after the word "public".

Note,  
§ 38-621

TITLE VII. DRUG FREE ZONES WITHIN 1000 FEET OF PUBLIC CHARTER SCHOOLS.

Sec. 701. Short title.

This title may be cited as the "Public Charter Schools Drug Free Temporary Amendment Act of 2004".

Sec. 702. Section 407a of the District of Columbia Uniform Controlled Substances Act of 1981, effective March 21, 1995 (D.C. Law 10-229; D.C. Official Code § 48-904.07a(a)), is amended by adding after the phrase "secondary school," the phrase "public charter school,".

Note,  
§ 48-904.07a

TITLE VIII. POSTSECONDARY EDUCATION TAX CHECK-OFF FOR NEEDY INDIVIDUALS.

Sec. 801. Short title.

This title may be cited as the "Postsecondary Education Assistance Trust Fund Tax Check-Off Temporary Act of 2004".

PART A

Sec. 802. Definitions.

For the purposes of this title, the term:

- (1) "District" means the District of Columbia.
- (2) "Needy Families" means any family that qualifies for federal assistance as defined by the guidelines in the Federal Application for Student Financial Aid.
- (3) "Tax check-off" means the postsecondary education assistance tax check-off system established in D.C. Official Code § 47-1812.11c.
- (4) "Trust Fund" means the Postsecondary Education Assistance Trust Fund established in section 803.

Sec. 803. Establishment of the Postsecondary Education Assistance Trust Fund.

(a) There is established a Postsecondary Education Assistance Trust Fund into which shall be deposited the funds generated by the tax check-off established by D.C. Code § 47-1812.11c and any other funds generated by the Trust Fund's Board of Directors.

(b) The Trust Fund shall be used to assist needy residents of the District of Columbia in pursuing postsecondary education opportunities.

Sec. 804. Establishment of Board of Directors.

(a) A self-perpetuating Board of Directors is established to manage the affairs of the Trust Fund. The Board of Directors shall consist of 11 members. The D.C. Treasurer, the Director of the Department of Human Services, and the Director of the Office of Postsecondary Education, Research and Assistance shall serve as ex-officio members of the Board of Directors. The remaining 8 members shall include parents of individuals who qualify to receive trust funds and representatives of organizations who have demonstrated a knowledge of postsecondary education and who reflect a diversity of gender and ethnicity.

(b) The D.C. Treasurer, the Director of the Department of Human Services, and the Director of the Office of Postsecondary Education, Research and Assistance shall serve terms as members of the Board of Directors for the same duration as the terms of their respective offices.

(c) The 8 initial nongovernmental members shall serve the following terms: 2 members shall serve 3 years; 3 members shall serve 2 years; and 3 members shall serve one year.

(d) The 8 initial nongovernmental members shall be appointed by the Mayor.

(e) If one of the 8 initial nongovernmental members is unable to serve or is removed, the remaining members shall select a replacement member according to the representational requirements of subsection (a) of this section.

(f) The Board of Directors shall appoint nongovernmental replacement members so that subsequent Board of Directors meet the representational requirements of subsection (a) of this section and the bylaws adopted by the Board of Directors. A succeeding member shall serve the balance of the term of the member that he or she succeeds if the term has not expired. A succeeding member who succeeds a member whose term has expired shall serve a term of 3 years. No member shall serve more than 2 consecutive terms, whether partial or full.

(g) Members shall be compensated only for out-of-pocket expenses incurred in the performance of their responsibilities as members of the Board of Directors.

(h) The Board of Directors shall elect a chairperson from among its members. The Board of Directors may elect other officers and form committees as it considers appropriate.

(i) A member may be removed by a 2/3 vote of the remaining members.

Sec. 805. Powers and responsibilities of the Board of Directors.

The Board of Directors shall:

- (1) Administer the Trust Fund;
- (2) File such papers as may be required by the Recorder of Deeds of the District of Columbia;
- (3) Have the power to adopt, amend, or repeal bylaws for operation of the Trust Fund;
- (4) Meet not less than quarterly, at a time to be determined;
- (5) Assess the needs of postsecondary educational programs in the District;

- (6) Develop and implement program recommendations to assist residents with the cost of postsecondary education;
- (7) Develop and implement proposal solicitations and establish criteria for the awarding of grants to assist the postsecondary educational needs of District residents;
- (8) Review, approve, and monitor the expenditures of the Trust Fund and postsecondary education programs;
- (9) Provide information to the public about the purpose and work of the Trust Fund;
- (10) Hire and monitor an executive director for the Trust Fund; and
- (11) Invite comments and recommendations at least annually from interested postsecondary educational coalitions and community organizations on the Trust Fund's program plans.

Sec. 806. Administration of Trust Fund.

- (a) Administrative expenses shall not exceed 10% of the funds available in the Trust Fund.
- (b) One year after its original formation, the Board of Directors shall develop a District-wide plan for the distribution of funds from the Trust Fund. The Board of Directors shall develop subsequent plans before September 30th of each year. The purpose of the annual plan is to assure that the funds are awarded to needy District residents.
- (c) The Board of Directors shall distribute funds that are generated by the tax check-off system established in D.C. Official Code § 47-1812.11c on a regular schedule, as determined by the Board.
- (d) The Board of Directors shall publish guidelines pursuant to which students who are residents of the District of Columbia may apply for funds to pursue secondary educational opportunities.
- (e) By September 30th of each year, the Board of Directors shall publish an estimated projection of funds generated by the tax check-off based on the income tax returns filed by April 15th of each year.
- (f) The Board of Directors shall submit an annual financial report to the Mayor and the Council no later than March 1st of each year.
- (g) The Board of Directors shall publicize the availability of a tax check-off for students who need postsecondary education assistance. The Mayor shall assist the Board of Directors in educating the public regarding the tax check-off and taxpayer participation in the tax check-off.
- (h) The Board of Directors shall take any necessary steps to encourage the federal government to match the funds generated through the tax check-off.
- (i) The Board of Directors may recommend other means to generate funds to assist needy families with postsecondary education opportunities.

(j) The Board of Directors shall encourage collaborative efforts and foster a public-private partnership in the development of postsecondary education programs.

(k) The Board of Directors shall advise the Mayor and the Council on the actions needed to insure effective funding for postsecondary education for needy families.

Sec. 807. Rules of procedure; contributions.

(a) The Board of Directors may develop rules of organization and procedure pursuant to Title I of the District of Columbia Administrative Procedure Act, approved October 21, 1968 (82 Stat. 1204; D.C. Official Code § 2-501 *et seq.*).

(b) The Board of Directors shall encourage and is authorized to accept in-kind contributions from public or private agencies.

(c) The Board of Directors shall publish a list of grant awards in an annual report. The Board of Directors shall request the assistance of the media in publicizing to the general public the grant awards.

Sec. 808. Rules.

(a) The Mayor, pursuant to Title I of the District of Columbia Administrative Procedure Act, approved October 21, 1968 (82 Stat. 1204; D.C. Official Code § 2-501 *et seq.*), shall issue rules to implement the provisions of this title.

(b) The rules shall include standards for:

(1) The transfer of funds to the Trust Fund; and

(2) The reimbursement of costs incurred by the Mayor in the collection, processing, accounting, or disbursement of the funds generated by the tax check-off.

Sec. 809. Applicability.

The provisions of this title shall apply to any tax year beginning after December 31, 2001.

Sec. 810. Dissolution.

Except as otherwise provided in a contract or legacy transferring or loaning property to the Trust Fund, upon dissolution of the Trust Fund, all remaining assets shall be transferred to the Mayor. The Mayor shall make every effort to use the assets to provide postsecondary education assistance to needy families.

PART B

Sec. 831. Chapter 18 of Title 47 of the District of Columbia Official Code is amended by adding a new section 47-1812.11c to read as follows:

"§ 47-1812.11c. Postsecondary Education Assistance Tax Check-Off.

"(a) There shall be provided on the District of Columbia individual income tax return a voluntary check-off that indicates an individual may contribute a minimum of \$1 to the

Postsecondary Education Assistance Trust Fund ("Trust Fund") established pursuant to section 803 of the Postsecondary Education Assistance Trust Fund Tax Check-Off Temporary Act of 2004. The contribution shall reduce any refund owed to the individual taxpayer or increase the taxes owed by the individual taxpayer on the taxpayer's income tax return. The funds generated from the tax check-off shall be earmarked for the Trust Fund except that any cost incurred by the Mayor in the collection, processing, accounting, or disbursement of the funds generated by the tax check-off shall be reimbursed to the Mayor from the funds generated by the tax check-off.

"(b) The funds generated by the tax check-off established by subsection (a) of this section shall be transferred to the Trust Fund pursuant to rules issued by the Mayor that establish timetables and procedures for transfer. Check-off funds shall be transferred to the Trust Fund only after the costs of the Mayor described in subsection (a) of this section are reimbursed.

"(c)(1) Except as provided in paragraph (2) of this subsection, any unpaid District income tax liability on an individual income tax return shall render any voluntary tax check-off election void. Any amount paid for the purpose of contributing to the Trust Fund shall be used first to satisfy any unpaid tax liability, in whole or part.

"(2) Any amount that remains after satisfaction of the unpaid tax liability shall be transferred to the Trust Fund.

"(d) The provisions of this section shall apply to any tax year beginning after December 31, 2001."

#### TITLE IX. APPROPRIATIONS.

Sec. 901. This act shall be subject to the availability of appropriations.

#### TITLE X. FISCAL IMPACT STATEMENT.

Sec. 1001. (a) The Council adopts the fiscal impact statement submitted by the Chief Financial Officer as the fiscal impact statement required by section 602(c)(3) of the District of Columbia Home Rule Act, approved December 24, 1973 (87 Stat. 813; D.C. Official Code § 1-206.02(c)(3)).

(b) With respect to Title V, the adoption of this act has no fiscal impact.

(c) With respect to Title VIII, the adoption of this act has no fiscal impact because:

(1) All monies generated by the tax check-off, and expended pursuant to the Postsecondary Education Assistance Trust Fund Tax Check-off Temporary Act of 2004, will come from donations by individual taxpayers; and

(2) All administrative cost incurred by the District in collecting, processing, accounting, or disbursing the funds generated by the tax check-off will be paid for by the monies generated by the tax check-off.

#### TITLE XI. EFFECTIVE DATE.

Sec. 1101. (a) This act shall take effect following approval by the Mayor (or in the event

of veto by the Mayor, action by the Council to override the veto), a 30-day period of Congressional review as provided in section 602(c)(1) of the District of Columbia Home Rule Act, approved December 24, 1973 (87 Stat. 813; D.C. Official Code § 1-206.02(c)(1)), and publication in the District of Columbia Register.

(b) This act shall expire after 225 days of its having taken effect.

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Chairman  
Council of the District of Columbia

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Mayor  
District of Columbia



# **Office of Contracting and Procurement**

## **DCPS Security and Related Services**

**Solicitation: POFA-2004-R-0005**

**Contract: POFA-2005-D-0003**

# **CONTRACT**

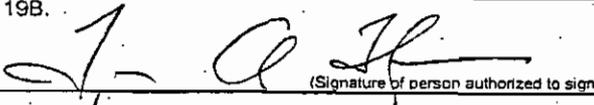
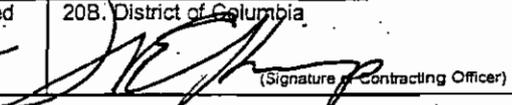
<b>AWARD/CONTRACT</b>		1. Reserved for later use.		Page of Pages 1 260	
2. Contract Number POFA-2005-D-0003		3. Effective Date July 1, 2005		4. Requisition/Purchase Request/Project No.	
5. Issued By: Office of Contracting and Procurement Professional and Human Care Services 441 4 <sup>th</sup> Street, NW, Suite 700 South Washington, DC 20001		Code		6. Administered by (If other than line 5)	
7. Name and Address of Contractor (No. street, city, county, state and Zip Code)  Hawk One Security, Inc. 3127 Martin Luther King Avenue, SE Washington, DC 20032		8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Schedule Section F)		9. Discount for prompt payment	
Duns No. <input type="text"/> TIN <input type="text"/>		10. Submit invoices to the Address shown in Section G.2 (2 copies unless otherwise specified)			
11. Ship to/Mark For N/A		Code		12. Payment will be made by Code	
13. Remit Address:		14. Accounting and Appropriation Data ENCUMBRANCE CODE:			
15A. Item	15B. Supplies/Services	15C. Qty.	15D. Unit	15E. Unit Price	15F. Amount
1.	DCPS Security and Related Services		Base Period	\$30,305,210.00 *	\$30,305,210.00
Total Amount of Contract					\$30,305,210.00

16. Table of Contents

(X)	Section	Description	Page	(X)	Section	Description	Page
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X	B	Supplies or Services & Cost/Price	2		<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>		
X	C	Services	16	(x)	J	List of Attachments	84
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X	F	Contract Term	49				
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Contracting Officer will complete Item 17 or 18 as applicable

<p>17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>(2)</u> 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.)</p>	<p>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.</p>
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19A. Name and Title of Signer (Type or print) <b>MIRANE A. THOMPSON</b>		20A. Name of Contracting Officer <b>WILLIAM E. SHARP</b>	
19B.  (Signature of person authorized to sign)	19C. Date Signed <b>5/19/05</b>	20B. District of Columbia  (Signature of Contracting Officer)	20C. Date Signed <b>1 JUN 05</b>

**\* SUCH AMOUNT TO BE ADJUSTED (NTE ± \$300,000) FOR THE FOLLOWING ISSUES: (1) RESOLUTION OF THE \$1/HR. ISSUE AND SUBSEQUENT HAW DETERMINATION, NLT 15 JUNE 05.**

DC OCP 201 (7-99)  
UES

Section B  
Consolidated Pricing

**BASE PERIOD (Twenty Four Months/Two Years)**

*Year Round - Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity*</u>	<u>Not To Exceed Total Price</u>
0001	Project Mgr. (Section C.5) (1)	hr.	\$ 59.95	3,840	\$ 230,208.00
0002	Asst. Project Mgr. (2) (Section C.5)	hr.	\$ 55.61	7,680	\$ 427,084.80
0003	Cluster Supervisor (8) (Section C.5, 3 Day, 1 Night/Shift and crossover in between guard post shifts)	hr.	\$ 38.88	30,720	\$ 1,194,393.60
0004	Admin. Coordinator (1) (Section C.5)	hr.	\$ 38.23	3,840	\$ 146,803.20
0005	Admin. Assistant (2) (Section C.5)	hr.	\$ 28.46	7,680	\$ 218,572.80
0006	DCPS Admin. Facilities-GI* #	hr.	\$ 23.32	19,200	\$ 447,744.00
0007	Gang Unit (Section C.5)	hr.	\$ 35.81	15,360	\$ 550,041.60
0008	S.A.V.E. Team (Section C.5)	hr.	\$ 35.81	15,360	\$ 550,041.60

*rev  
A/O 5-2-05*

GI - Guard I

\*GII- Guard II

See Attachment I.1 for locations

POFA-2005-D-0003  
Section B  
Consolidated Pricing

*Year Round - Special Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0009	DCPS Transportation Facilities-GI* (24 hours/day) #	hr.	\$ <u>23.32</u>	70,080	\$ <u>1,634,265.60</u>

*School Year - Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0010A	Education Centers-GI #	hr.	\$ <u>23.32</u>	39,936	\$ <u>931,307.52</u>
0010B	Education Centers-GII** #	hr.	\$ <u>28.39</u>	6,144	\$ <u>174,428.16</u>
0011	Elementary Schools-GI #	hr.	\$ <u>23.32</u>	316,416	\$ <u>7,378,821.12</u>
0012	Special Education (GI)	hr.	\$ <u>23.32</u>	15,360	\$ <u>358,195.20</u>
0013A	Middle Schools-GI* #	hr.	\$ <u>23.32</u>	95,232	\$ <u>2,220,810.24</u>
0013B	Middle Schools-GII** #	hr.	\$ <u>28.39</u>	9,216	\$ <u>261,642.24</u>
0014A	Junior High Schools-GI #	hr.	\$ <u>23.32</u>	70,656	\$ <u>1,647,697.92</u>
0014B	Junior High Schools-GII #	hr.	\$ <u>28.39</u>	12,288	\$ <u>348,856.32</u>
0015A	Senior High Schools-GI #	hr.	\$ <u>23.32</u>	276,480	\$ <u>6,447,513.60</u>
0015B	Senior High Schools-GII #	hr.	\$ <u>28.39</u>	64,512	\$ <u>1,831,495.68</u>
0016	STAY-GI#	hr.	\$ <u>23.32</u>	12,288	\$ <u>286,556.16</u>
0017	Alternative Schools-GI #	hr.	\$ <u>23.32</u>	15,360	\$ <u>358,195.20</u>

\*GI - Guard I

\*GII - Guard II

# See Attachment 1.1 for locations

Section B  
Consolidated Pricing*Summer - Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0018A	Education Centers-GI #	hr.	\$ 23.32	3,744	\$ 87,310.08
0018B	Education Centers-GII #	hr.	\$ 28.39	624	\$ 17,715.36
0019	Elementary Schools-GI #	hr.	\$ 23.32	32,136	\$ 749,411.52
0020	Special Education-GI #	hr.	\$ 23.32	1,248	\$ 29,103.36
0021A	Middle Schools-GI	hr.	\$ 23.32	8,424	\$ 196,447.68
0021B	Middle Schools-GII #	hr.	\$ 28.39	312	\$ 8,857.68
0022A	Junior High Schools-GI #	hr.	\$ 23.32	4,368	\$ 101,861.76
0022B	Junior High Schools-GII #	hr.	\$ 28.39	1,248	\$ 35,430.72
0023A	Senior High Schools-GI #	hr.	\$ 23.32	1,944	\$ 45,334.08
0023B	Senior High Schools-GII #	hr.	\$ 28.39	972	\$ 27,595.08
0024	Alternative Schools-GI #	hr.	\$ 23.32	624	\$ 14,551.68

Section B  
Consolidated Pricing

*Special Activities - Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0025	Education Centers-GI* #	hr.	\$ 23.32	702	\$ 16,370.64
0026	Elementary Schools-GI #	hr.	\$ 23.32	12,052	\$ 281,052.64
0027	School Board # (GI)	hr.	\$ 23.32	1,440	\$ 33,580.80
0028	Middle Schools-GI #	hr.	\$ 23.32	6,280	\$ 146,449.60
0029	Junior High Schools-GI #	hr.	\$ 23.32	4,914	\$ 114,594.48
0030	Senior High Schools-GI #	hr.	\$ 23.32	31,824	\$ 742,135.68
0031	Alternative Schools-GI #	hr.	\$ 23.32	546	\$ 12,732.72

Section B  
Consolidated Pricing

OPTION YEAR 1  
Year Round - Regular Hours

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0101	Project Mgr. (Section C.5) (1)	hr.	\$ 59.95	1,920	\$ 115,104.00
0102	Asst. Project Mgr. (2) (Section C.5)	hr.	\$ 55.61	3,840	\$ 213,542.40
0103	Cluster Supervisor (8) (Section C.5, 3 Day, 1 Night/Shift and crossover in between guard post shifts)	hr.	\$ 38.88	15,360	\$ 597,196.80
0104	Admin. Coordinator (1) (Section C.5)	hr.	\$ 38.23	1,920	\$ 73,401.60
0105	Admin. Assistant (2) (Section C.5)	hr.	\$ 28.46	3,840	\$ 109,286.40
0106	DCPS Admin. <u>Facilities-GI* #</u>	hr.	\$ 23.32	9,600	\$ 223,872.00
0107	Gang Unit (Section C.5)	hr.	\$ 35.81	7,680	\$ 275,020.80
0108	S.A.V.E. Team (Section C.5)	hr.	\$ 35.81	7,680	\$ 275,020.80

Section B  
Consolidated Pricing*Year Round - Special Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0109	DCPS Transportation Facilities-GI* (24 hours/day) #	hr.	\$ 23.32	35,040	\$ 817,132.80

*School Year - Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0110A	Education Centers-GI #	hr.	\$ 23.32	19,968	\$ 465,653.76
0110B	Education Centers-GII** #	hr.	\$ 28.39	3,072	\$ 87,214.08
0111	Elementary Schools-GI #	hr.	\$ 23.32	158,208	\$ 3,689,410.56
0112	Special Education (G1)	hr.	\$ 23.32	7,680	\$ 179,097.60
0113A	Middle Schools-GI* #	hr.	\$ 23.32	47,616	\$ 1,110,405.12
0113B	Middle Schools-GII** #	hr.	\$ 28.39	4,608	\$ 130,821.12
0114A	Junior High Schools-GI #	hr.	\$ 23.32	35,328	\$ 823,848.96
0114B	Junior High Schools-GII #	hr.	\$ 28.39	6,144	\$ 174,428.16
0115A	Senior High Schools-GI #	hr.	\$ 23.32	138,240	\$ 3,223,756.80
0115B	Senior High Schools-GII #	hr.	\$ 28.39	32,256	\$ 915,747.84
0116	STAY-GI#	hr.	\$ 23.32	6,144	\$ 143,278.08
0117	Alternative Schools-GI #	hr.	\$ 23.32	7,680	\$ 179,097.60

\*GI - Guard I

\*GII - Guard II

# See Attachment J.1 for locations

Section B  
Consolidated Pricing

Summer - Variable Hours (See J.1)

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0118A	Education Centers-GI #	hr.	\$ 23.32	1,872	\$ 43,655.04
0118B	Education Centers-GII #	hr.	\$ 28.39	312	\$ 8,857.68
0119	Elementary Schools-GI #	hr.	\$ 23.32	16,068	\$ 374,705.76
0120	Special Education-GI #	hr.	\$ 23.32	624	\$ 14,551.68
0121A	Middle Schools-GI	hr.	\$ 23.32	4,212	\$ 98,223.84
0121B	Middle Schools-GII #	hr.	\$ 28.39	156	\$ 4,428.84
0122A	Junior High Schools-GI #	hr.	\$ 23.32	2,184	\$ 50,930.88
0122B	Junior High Schools-GII #	hr.	\$ 28.39	624	\$ 17,715.36
0123A	Senior High Schools-GI #	hr.	\$ 23.32	972	\$ 22,667.04
0123B	Senior High Schools-GII #	hr.	\$ 28.39	486	\$ 13,797.54
0124	Alternative Schools-GI #	hr.	\$ 23.32	312	\$ 7,275.84

Section B  
Consolidated Pricing

*Special Activities - Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0125	Education Centers-GI* #	hr.	\$ 23.32	351	\$ 8,185.32
0126	Elementary Schools-GI #	hr.	\$ 23.32	6,026	\$ 140,526.32
0127	School Board # (GI)	hr.	\$ 23.32	720	\$ 16,790.40
0128	Middle Schools-GI #	hr.	\$ 23.32	3,140	\$ 73,224.80
0129	Junior High Schools-GI #	hr.	\$ 23.32	2,457	\$ 57,297.24
0130	Senior High Schools-GI #	hr.	\$ 23.32	15,912	\$ 371,067.84
0131	Alternative Schools-GI #	hr.	\$ 23.32	273	\$ 6,366.36

Section B  
Consolidated Pricing

**OPTION YEAR 2****Year Round - Regular Hours**

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not to Exceed Total Price</u>
0201'	Project Mgr (Section C.5) (1)	hr.	<u>\$59.95</u>	1,920	<u>115,104.00</u>
0202'	Asst. Project Mgr. (2) (Section C.5)	hr.	<u>\$55.61</u>	3,840	<u>213,542.40</u>
0203'	Cluster Supervisor (8) (Section C.5 Day, 1 Night/Shift and crossover in between guard post shifts)	hr.	<u>\$38.88</u>	15,360	<u>597,196.80</u>
0204'	Admin. Coordinator (1) (Section C.5)	hr.	<u>\$38.23</u>	1,920	<u>73,401.60</u>
0205'	Admin. Assistant (2) (Section C.5)	hr.	<u>\$28.46</u>	3,840	<u>109,286.40</u>
0206'	DCPS Admin. Facilities-GI*#	hr.	<u>\$23.32</u>	9,600	<u>223,872.00</u>
0207'	Gang Unit (Section C.5)	hr.	<u>\$35.81</u>	7,680	<u>275,020.80</u>
0208'	S.A.V.E. Team (Section C.5)	hr.	<u>\$35.81</u>	7,680	<u>275,020.80</u>

**Year Round - Special Hours**

0209'	DCPS Transportation Facilities-GI*#	hr.	<u>\$23.32</u>	35,040	<u>817,132.80</u>
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**School Year - Regular Hours**

0210A	Education Centers-GI#	hr.	<u>\$23.32</u>	19,968	<u>465,653.76</u>
0210B	Education Centers-GII#	hr.	<u>\$28.39</u>	3,072	<u>\$7,214.08</u>
0211'	Elementary Schools-GI#	hr.	<u>\$23.32</u>	158,208	<u>3,689,410.56</u>
0212'	Special Education (GI)	hr.	<u>\$23.32</u>	7,680	<u>179,097.60</u>
0213A	Middle Schools-GI*#	hr.	<u>\$23.32</u>	47,616	<u>1,110,405.12</u>

\*GI - Guard I

\*GII - Guard II

# - See Attachment J.1 for locations

## Section B

## Consolidated Pricing

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not to Exceed Total Price</u>
0213B	Middle Schools-GII#	hr.	<u>\$28.39</u>	4,608	<u>130,821.12</u>
0214A	Junior High Schools-GI*#	hr.	<u>\$23.32</u>	35,328	<u>823,848.96</u>
0214B	Junior High Schools-GII#	hr.	<u>\$28.39</u>	6,144	<u>174,428.16</u>
0215A	Senior High Schools-GI*#	hr.	<u>\$23.32</u>	138,240	<u>3,223,756.80</u>
0215B	Senior High Schools-GII#	hr.	<u>\$28.39</u>	32,256	<u>915,747.84</u>
0216'	STAY-GI#	hr.	<u>\$23.32</u>	6,144	<u>143,278.08</u>
0217'	Alternative Schools-GI#	hr.	<u>\$23.32</u>	7,680	<u>179,097.60</u>
<i>Summer - Variable Hours</i>					
0218A	Education Centers-GI#	hr.	<u>\$23.32</u>	1,872	<u>43,655.04</u>
0218B	Education Centers-GII#	hr.	<u>\$28.39</u>	312	<u>8,857.68</u>
0219'	Elementary Schools-GI#	hr.	<u>\$23.32</u>	16,068	<u>374,705.76</u>
0220'	Special Education (GI)	hr.	<u>\$23.32</u>	624	<u>14,551.68</u>
0221A	Middle Schools-GI*#	hr.	<u>\$23.32</u>	4,212	<u>98,223.84</u>
0221B	Middle Schools-GII#	hr.	<u>\$28.39</u>	156	<u>4,428.84</u>
0222A	Junior High Schools-GI*#	hr.	<u>\$23.32</u>	2,184	<u>50,930.88</u>
0222B	Junior High Schools-GII#	hr.	<u>\$28.39</u>	624	<u>17,715.36</u>
0223A	Senior High Schools-GI*#	hr.	<u>\$23.32</u>	972	<u>22,667.04</u>

\*GI - Guard I

\*GII - Guard II

# - See Attachment J.1 for locations

Section B  
Consolidated Pricing

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not to Exceed Total Price</u>
0223B	Senior High Schools-GII#	hr.	\$28.39	486	13,797.54
0224'	Alternative Schools-GI#	hr.	\$23.32	312	7,275.84
<i>Special Activities - Variable Hours</i>					
0225'	Education Centers-GI#	hr.	\$23.32	351	8,185.32
0226'	Elementary Schools-GI#	hr.	\$23.32	6,026	140,526.32
0227'	School Board # (GI)	hr.	\$23.32	720	16,790.40
0228'	Middle Schools-GI#	hr.	\$23.32	3,140	73,224.80
0229'	Junior High Schools-GI*#	hr.	\$23.32	2,457	57,297.24
0230'	Senior High Schools-GI*#	hr.	\$23.32	15,912	371,067.84
0231'	Alternative Schools-GI#	hr.	\$23.32	273	6,366.36

\*GI - Guard I  
\*GII - Guard II  
# - See Attachment J.1 for locations

**OPTION YEAR 3****Year Round - Regular Hours**

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not to Exceed Total Price</u>
0301'	Project Mgr (Section C.5) (1)	hr.	<u>\$59.95</u>	1,920	<u>115,104.00</u>
0302'	Asst. Project Mgr. (2) (Section C.5)	hr.	<u>\$55.61</u>	3,840	<u>213,542.40</u>
0303'	Cluster Supervisor (8) (Section C.5 Day, 1 Night/Shift and crossover in between guard post shifts)	hr.	<u>\$38.88</u>	15,360	<u>597,196.80</u>
0304'	Admin. Coordinator (1) (Section C.5)	hr.	<u>\$38.23</u>	1,920	<u>73,401.60</u>
0305'	Admin. Assistant (2) (Section C.5)	hr.	<u>\$28.46</u>	3,840	<u>109,286.40</u>
0306'	DCPS Admin. Facilities-G1*#	hr.	<u>\$23.32</u>	9,600	<u>223,872.00</u>
0307'	Gang Unit (Section C.5)	hr.	<u>\$35.81</u>	7,680	<u>275,020.80</u>
0308'	S.A.V.E. Team (Section C.5)	hr.	<u>\$35.81</u>	7,680	<u>275,020.80</u>

**Year Round - Special Hours**

0309'	DCPS Transportation Facilities-GI*#	hr.	<u>\$23.32</u>	35,040	<u>817,132.80</u>
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**School Year - Regular Hours**

0310A	Education Centers-GI#	hr.	<u>\$23.32</u>	19,968	<u>465,653.76</u>
0310B	Education Centers-GII#	hr.	<u>\$28.39</u>	3,072	<u>87,214.08</u>
0311'	Elementary Schools-GI#	hr.	<u>\$23.32</u>	158,208	<u>3,689,410.56</u>
0312'	Special Education (GI)	hr.	<u>\$23.32</u>	7,680	<u>179,097.60</u>

\*GI - Guard I

\*GII - Guard II

# - See Attachment J.1 for locations

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 Section B  
 Consolidated Pricing

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not to Exceed Total Price</u>
0313A	Middle Schools-GI*#	hr.	\$23.32	47,616	1,110,405.12
0313B	Middle Schools-GII#	hr.	\$28.39	4,608	130,821.12
0314A	Junior High Schools-GI*#	hr.	\$23.32	35,328	823,848.96
0314B	Junior High Schools-GII#	hr.	\$28.39	6,144	174,428.16
0315A	Senior High Schools-GI*#	hr.	\$23.32	138,240	3,223,756.80
0315B	Senior High Schools-GII#	hr.	\$28.39	32,256	915,747.84
0316'	STAY-GI#	hr.	\$23.32	6,144	143,278.08
0317	Alternative Schools-GI#	hr.	\$23.32	7,680	179,097.60
<b>Summer - Variable Hours</b>					
0318A	Education Centers-GI#	hr.	\$23.32	1,872	43,655.04
0318B	Education Centers-GII#	hr.	\$28.39	312	8,857.68
0319'	Elementary Schools-GI#	hr.	\$23.32	16,068	374,705.76
0320'	Special Education (GI)	hr.	\$23.32	624	14,551.68
0321A	Middle Schools-GI*#	hr.	\$23.32	4,212	98,223.84
0321B	Middle Schools-GII#	hr.	\$28.39	156	4,428.84
0322A	Junior High Schools-GI*#	hr. hr.	\$23.32	2,184	50,930.88
0322B	Junior High Schools-GII#	hr.	\$28.39	624	17,715.36

\*GI - Guard I  
 \*GII - Guard II  
 #- See Attachment J.1 for locations

## Section B

## Consolidated Pricing

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not to Exceed Total Price</u>
0323A	Senior High Schools-GI*#	hr.	<u>\$23.32</u>	972	<u>22,667.04</u>
0323B	Senior High Schools-GII#	hr. hr.	<u>\$28.39</u>	486	<u>13,797.54</u>
0324'	Alternative Schools-GI#	hr.	<u>\$23.32</u>	312	<u>7,275.84</u>
<i>Special Activities - Variable Hours</i>					
0325'	Education Centers-GI#	hr.	<u>\$23.32</u>	351	<u>8,185.32</u>
0326'	Elementary Schools-GI#	hr.	<u>\$23.32</u>	6,026	<u>140,526.32</u>
0327'	School Board # (GI)	hr.	<u>\$23.32</u>	720	<u>16,790.40</u>
0328'	Middle Schools-GI#	hr.	<u>\$23.32</u>	3,140	<u>73,224.80</u>
0329'	Junior High Schools-GI*#	hr.	<u>\$23.32</u>	2,457	<u>57,297.24</u>
0330'	Senior High Schools-GI*#	hr.	<u>\$23.32</u>	15,912	<u>371,067.84</u>
0331'	Alternative Schools-GI#	hr.	<u>\$23.32</u>	273	<u>6,366.36</u>

\*GI - Guard I

\*GII - Guard II

# - See Attachment J.1 for locations

## SECTION C

### DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

#### **C.1 INTRODUCTION AND BACKGROUND**

**C.1.1** The Metropolitan Police Department School Safety and Security Emergency Act of 2004 mandates the responsibility for issuing an RFP for security services within District of Columbia Public Schools (DCPS) to be under the auspices of the Metropolitan Police Department. The MPD is assuming responsibility to provide security services at all DCPS educational, administrative and operational locations. The management and support personnel to provide these services must be trained, licensed and experienced in security protection services.

**C.1.2** District of Columbia Public Schools are open 39 of 52 weeks of the year. Students attend school 183 days of the year, teachers 192 days. Additionally, schools are used for before-school breakfast programs, after-school programs, community meetings and extracurricular activities. The security services described herein will not only serve the elementary, middle, junior and senior high schools but also provide security services for Board of Education meetings and other DCPS properties and operations listed.

In school year 2003, DCPS operated 167 schools and learning centers: elementary schools (ES) 102; middle schools (MS) 12; junior high schools (JHS) 9; senior high schools (SHS) 18; educational centers (EC) 6; 3 alternative schools; and 7 Special Education and 3 night schools. The DCPS has a diverse student population with more than 112 different home languages that represent 138 different nationalities. Approximately 12% of the student population belongs to a language minority group and another 7.7% are classified as Limited English Proficient (LEP) or Non English Proficient (NEP) learners. DCPS is educating an estimated 67,000 students which includes an estimated 39,500 elementary school students, 4,838 middle school students, 5,500 junior high students, nearly 13,000 senior high students, 215 in alternative programs, 1,000 in special education schools, and 2,600 by tuition grant. Broken down by ethnicity, students are African Americans – 84.4%, Hispanics – 9.4%, Whites – 4.6%, Asian Americans – 1.6% and Other – 0.5%.

**C.2 SCOPE OF WORK**

- C.2.1** The contractor(s) shall provide school security services to protect DCPS students, employees, property and operations, to include all trained labor, management, supervision, uniforms, supplies, equipment and weapons during the hours and at the locations indicated in **Attachment J.1**. Security services also include incident response and reporting, roving patrols, fixed posts, violence intervention and conflict mediation, supervision and quality control, management, planning, administration, and other such services as determined by the MPD Contracting Officer's Technical Representative (COTR). Information provided in Attachment J.1 is the District's best estimate of its current school security needs based on previous historical data. The contractor shall review these materials and plan to staff accordingly. However, the school security needs of the District are not fixed, and changes may be necessary. The contractor shall ensure the most efficient and effective use of security resources and officer accountability in its performance of the contract (e.g., post orders, site visits, monitoring, and evaluation of security personnel including daily reports).
- C.2.2** The contractor shall effectively protect against or respond to activity that threatens the safety and security of DCPS students, employees, property and operations.
- C.2.3** The contractor shall provide school property perimeter control and campus and interior building security. The contractor shall operate, monitor, and respond to state-of-the-art technology to include Closed Circuit Television (CCTV), X-ray machines, walk-through and hand-held metal detectors, alarm systems, and communication devices. (See Section C.15.)
- C.2.4** The contractor shall protect against damage, pilferage, removal, misuse, larceny, theft, or other improper or unlawful conduct or threats to District government or personal property. The contractor shall report all such activities to the MPD Security Director. The contractor shall also discover and detain persons attempting to commit such acts or gain unauthorized access to the property or secured areas.
- C.2.5** The contractor's employees shall be in full uniform and ready to begin work promptly at the start of their shift. Additionally, the contractor's employees shall perform all contract functions in full uniform until the end of their full tour of duty.
- C.2.6** The contractor shall provide data input, quality control and report generation services on the DCPS incident reporting system and provide reports as detailed in Section F 'Deliverables' (see Section C.17.5).
- C.2.7** The contractor shall follow both the security policies and procedures provided

by the MPD, and the contractor's standard written orders, as approved by MPD. The contractor shall provide draft standard written orders as set forth in Section C.10.1.

- C.2.8** The contractor shall be current in the best practices of school security guard contracting. The contractor shall make recommendations to the COTR and to the MPD School Security Director with regards to school security programs, policies and procedures that will enhance the school security program and efficiency of its operations. Such recommendations shall be provided as part of the Operational Plan. Subsequent recommendations shall be delivered every six (6) months to the COTR and MPD School Security Director. See Section F "Deliverables."
- C.2.9** The contractor shall develop and submit with its proposal, an Operational Plan detailing its understanding of the requirements and its approach to the daily oversight and provision of school security services.
- C.2.10** The contractor shall submit a Management Plan detailing its organizational structure and a Quality Control Plan (QCP) (see Section C.25- Quality Control), including financial and accounting controls. The Management Plan shall contain all pertinent information relating to the contractor's organization, including resumes of key personnel to be assigned and the percentage of time that each will devote to the contract. Once approved, contractor shall perform its contract functions in accordance with the plan.
- C.2.11** The contractor shall conduct security surveys (risk assessments) of schools and administrative buildings, as directed by the COTR, and provide these reports to the COTR.
- C.2.12** The contractor shall prepare post orders for each post, (see section C.5) on each shift, at each facility. Draft post orders shall be submitted to MPD for review and approval within fifteen (15) days after contract award. The MPD COTR will promptly review and approve those orders. Contractor shall immediately distribute and abide by the "as approved" orders. Except for emergencies, no deviations from post orders shall be made. The post orders shall define the basic work to be performed at each post including the exact hours of duty, the time and location of movements of roving patrol posts, and detailed specific responsibilities for each fixed post. The contractor shall submit a sample post order with its proposal as a part of the Operational Plan.

### **C.3 GENERAL REQUIREMENTS**

- C.3.1 The contractor shall conduct its operations so as to be in full compliance with D.C. Law 15-117, "Child and Youth, Safety and Health Omnibus Temporary Amendment Act of 2004," especially Titles I and II, Sec.205.b(5)
- C.3.2 At a minimum each Cluster Supervisor shall spend at least 8 hours per month, (two visits in 4 hours blocks) in each school in their respective cluster area. These visits and observations shall be recorded in the Security Post Inspection Report (see Section C.25.2).
- C.3.3 The contractor shall conduct its operations in such a manner as to demonstrate the highest degree of employee competency, conduct, cleanliness, appearance, and integrity. The contractor shall be responsible for taking disciplinary action with respect to its employees as may be necessary.
- C.3.4 The contractor shall adhere to all Federal and District of Columbia laws and regulations relating to security guard services as set forth in Sections H, I, K and C.
- C.3.5 The contractor and its employees shall be available to testify and provide information for hearings and litigation at no additional cost to the District above the wages of those employees.
- C.3.6 The contractor shall prepare specialized reports, graphs and other special project documents (see Section C.17.6), as required by the COTR at no additional cost to the District above the cost of the database as set forth in Section B.
- C.3.7 The contractor shall coordinate with MPD to implement a plan to assist the DCPS Administration with the enforcement of the District of Columbia Student Code of Conduct, reduction of criminal activities and the enhancement of the climate of safety at schools.
- C.3.8 The contractor shall provide trained and licensed employees at all times to perform the services as prescribed by the security orders and the post orders. In the event of a conflict between those documents, the security orders shall take first precedence, then the post orders.
- C.3.9 The contractor shall ensure that all replacement personnel, including supervisors, meet the contractual standards set forth herein. The contractor shall fill all key personnel (non-post) positions within thirty (30) days from the date of the vacancy.
- C.3.10 The MPD COTR will request the contractor to provide Temporarily Assigned Staff (TAS) personnel for will call posts (see Section C.5.2.8). The contractor shall provide TAS personnel at no additional cost to the District above the charges for wages for those employees.

- C.3.11** The contractor shall ensure that all will call posts are covered on an "as needed" basis, with short notice of assignment to the contractor, at no additional cost to MPD above the charges for the wages for the employees involved. The MPD COTR will attempt to provide contractor a minimum of twenty-four (24) hours of notice of the requirement for increased staffing. However, as few as four (4) hours or less notice may be provided to the contractor in exigent circumstances.
- C.3.12** The contractor shall prepare post orders for each post, on each shift, at each facility. Draft post orders shall be submitted to MPD for review and approval within fifteen (15) days after contract award (see Section F "Deliverables"). The MPD COTR will review those orders. Once approved, the contractor shall immediately distribute the post orders to all locations and abide by the "as approved" orders. Except for emergencies, contractor shall make no deviations from the post orders.
- C.3.13** The post orders shall define the basic work to be performed at each post including the exact hours of duty, the time and location of movements of roving patrol posts, and detailed specific responsibilities for each fixed post. The contractor shall submit a sample of a post order with its proposal as a part of the Operational Plan.
- C.3.14** The contractor shall not charge the District, above those charges for the hourly rates for the individuals involved, any additional charge for the reallocation of existing personnel required as a result of an emergency. The existence of an emergency creates an immediate need for security services, the lack of which would seriously threaten one or more of the following: (a) the health or safety of any person; (b) the preservation or protection of property; and (c) the continuation of necessary governmental functions.
- C.3.15** Contractor shall request written authorization from the MPD Director of School Security for its personnel to bring onto or depart from DCPS property with weapons or ammunition.
- C.3.16** The contractor shall provide the MPD COTR with an equipment list containing the make, model number, and serial number of any office or other equipment (fax machines, telephones, photocopiers and modems) purchased to meet contractual requirements. These costs shall be included in the proposed "Price Per Unit." (See sections C.12, 13, 14, 15 and 16 regarding rights and obligations of contractors.) The contractor shall provide all required vehicles, weapons and supplies. DCPS will provide facilities, furniture, office equipment, and telephone lines for contractor administrative personnel, including the Program Manager, Assistant Program Manager, Administrative Assistant, Administrative Coordinator, Investigators and SAVE Unit.

**C.3.17** As set forth above, the contractor shall provide manpower to cover all posts and duty hours. No contractor employee shall provide more than twelve (12) hours of consecutive service in a twenty-four (24) hour period unless the work periods are separated by an eight (8) hour non-duty period. This limitation may be waived by the COTR in emergency situations beyond the control of the contractor to include, for example, weather conditions that prevent the next shift from getting to the building; civil disturbances; or terrorist acts. The contractor shall obtain a written confirmation of a waiver from the COTR for each emergency situation.

**C.3.18** The contractor shall be required to maintain all equipment provided and purchased for this contract. The contractor shall care for and maintain all District-owned and furnished property in accordance with 27 DCMR Section 4100, et. seq., including establishing and maintaining a property control system as provided for in Section 4107.

Contractor shall be responsible and accountable for ensuring that equipment supplied by the District for the performance of this contract is operational. For equipment that is not operational, the contractor is responsible for: 1) taking minimal measures to make the equipment operational such as, for example, installing batteries in equipment; 2) having carried out all procedures prescribed by the MPD for requesting and obtaining corrective action from DCPS; and 3) reporting to the MPD COTR any failure by DCPS to respond to requests to make such equipment operational. The contractor shall also be responsible for requesting replacement equipment as soon as it is found to be irreparable or unserviceable within an established time frame. The Contractor may be required to pick up and install certain smaller components, such as batteries and walk-through metal detector replacement panels.

New equipment purchased by the contractor, with the prior approval of MPD (see Section C.14.1), to fill gaps in DCPS's inventory shall be charged at cost as a direct expense plus no more than a 2% handling charge. MPD will have an agreement with DCPS for reimbursement for additional equipment purchased.

**C.3.19** The contractor shall ensure that all employees assigned are in good general health and without physical limitations that would interfere with the performance of security duties. The work under this contract requires frequent and prolonged walking, standing, sitting and occasionally running. The security officer may also have to subdue violent or potentially violent individuals. Physical and mental stamina is a basic requirement under this contract.

**C.3.20** At the contractor's expense, the contractor shall conduct a pre-employment drug screening and maintain a random drug-screening program for the

duration of the contract for all employees who have contact with children (as required by D.C. Law 15-117, "Child and Youth, Safety and Health Omnibus Temporary Amendment Act of 2004"), which includes employees filling all positions under the contract except the Administrative Assistant and the Administrative Coordinator. The contractor shall maintain the results in the employees' personnel file in accordance with the requirements of the Health Insurance Portability and Accountability Act (HIPAA).

### **C.3.30 Requirements Based on the Child and Youth Safety and Health Act**

#### **C.3.30.1 Requirements for Drug and Alcohol Testing**

- a. Contractor shall either hire an independent contractor to manage the random selection and recordkeeping pertaining to the drug and alcohol testing program, or shall utilize drug testing program management software approved by the MPD.
- b. As specified in Section 2036 of the Act, the Contractor shall implement the policies and procedures outlined in Sections 2032-2035.

#### **C.3.30.2 Requirements for Criminal Background Checks**

- (a) The requirements of the Act and Rules pursuant to the Act pertaining to criminal background checks in 27 DCMR Chapter 4 shall be applicable to persons performing the following duties and responsibilities:
  - 1) The provision of on-site school security services, as defined in Section C.5.2.9;
  - 2) Direct supervision of persons providing on-site school security services;
  - 3) The president or chief executive of the contractor for on-site school security services; and
  - 4) Key personnel as set forth either in a solicitation or a contract for on-site school security services.
- (b) The contractor shall conduct periodic criminal background checks annually after employment and when either the agency or the Contractor has a reasonable suspicion based on the facts and circumstances that the employee may be in violation of the Act.
- (c) Contractor shall review the criminal history record of applicants or employees and ensure that employees shall meet the criminal history standards of the Act and of the contract.
- (d) The contractor shall certify that any covered employee or volunteer has not been convicted in the District of Columbia or any State or territory of the United States,

for any of the following offenses or their equivalent in another State or territory, within the past ten (10) years, regardless of whether or not the convicting jurisdiction deemed the offense to be a felony:

- (1) Murder, attempted murder, manslaughter or arson;
- (2) Assault, battery, assault and battery, assault with a dangerous weapon, mayhem, or threats to do bodily harm;
- (3) Any crime against children or youth;
- (4) Robbery;
- (5) Kidnapping;
- (6) Sexual offenses, including indecent exposure; promoting, procuring, compelling, soliciting, or engaging in prostitution; corrupting minors, sexual relations with children; molesting; voyeurism; committing sex acts in public; incest; rape, sexual assault, sexual battery, or sexual abuse;
- (7) Child abuse or cruelty to children;
- (8) Unlawful distribution of, or possession with intent to distribute, a controlled substance;
- (9) Unlawful possession of a controlled substance;
- (10) Theft, fraud, forgery, extortion, or blackmail;
- (11) Illegal use or possession of a firearm;
- (12) Trespass or injury to property;
- (13) Child pornography; or
- (14) Burglary.

Conviction of any of these offenses shall automatically disqualify an applicant, employee, or volunteer from working or volunteering under the contract except for the offenses enumerated (9), (10), (12) and (14). For those offenses that do not automatically disqualify an applicant, employee or volunteer from working or volunteering under the contract, the Contractor shall notify the COTR of the existence of these applicants, employees and volunteers who have been convicted of such offenses, and await a decision from MPD.

- (e) If an applicant, employee, or volunteer has been convicted in any jurisdiction of a felony or serious misdemeanor not described above, or of unlawful entry (whether a felony or misdemeanor in the convicting jurisdiction), the contractor may, at his or her discretion, seek approval from the COTR for that individual to work or volunteer under the contract. The contractor shall make such application to the COTR in writing, and shall address the following: 1) The recency of any conviction; 2) the age of the applicant, employee, or volunteer at the time of any conviction; 3) any false statements made by the applicant, employee, or volunteer concerning the conviction, or the discovery of any intentional false statements of material fact or deception or fraud in applying for employment, compensated or not, that would provide a basis for disqualification; and 4) the absence or presence of rehabilitation or efforts toward rehabilitation.

The COTR shall have the discretion to approve or deny such applications and shall do so in writing.

- (f) Fifteen days after contract award, the Contractor shall provide to the COTR a roster listing all employees approved by the Contractor as individuals that meet the Child and Youth Safety and Health Act criminal background check requirements. During performance of the contract, the Contractor is also required to update the listing to the COTR as new employees are approved by the Contractor as individuals that meet the Child and Youth Safety and Health Act criminal background check requirements. For each employee on the initial listing and updates to the listing, Contractor shall provide a copy of the criminal background check used to qualify each employee to the COTR. Contractor shall also provide an employee summary (i.e., next to each name, identify all convictions).”

#### C.4 APPLICABLE DOCUMENTS

The latest version of the following laws and regulations are especially relevant to the provision of school security guard services. The contractor shall comply with these laws and regulations in the provision of its services and the performance of its duties under the contract.

	<b>Purpose</b>
District of Columbia Municipal Regulations (DCMR); Title 6A, Police Personnel	Sets forth regulations pertaining to Special Police Officers
DCMR, Title 17, Businesses, Occupations, And Professions	Sets forth licensing requirements for security officers and private detective agencies
DCMR, Title 27, Section 4100	Sets forth rules for contractor-furnished property
District of Columbia Board of Education, 5 DCMR, 2500 et al, Student Discipline	Sets forth the rules that govern students' behavior that the contractor's personnel must support DCPS in enforcing
MPD Security Officer's Management Branch (SOMB) Security Officer's Handbook	Sets forth the eligibility requirements, application procedures for all types of

security licenses approved by  
MPD's SOMB, and  
guidelines for firearms and  
other weapons

## **C.5 DEFINITIONS**

The first portion of Definitions, Section C.5.1, et. seq., refers to the positions specifically listed in Section B. The second portion of Definitions, Section C.5.2., et. seq., refers to definitions of other terms.

**C.5.1** For the purposes of this contract the following definitions (and duties relating to each position) shall apply:

### **C.5.1.1 Guard I**

For the purposes of this contract, the Guard I position shall be called Security Officer (SO). Security Officers are assigned to elementary or secondary schools under the general supervision of the Cluster Supervisor, and/or the Supervisory Special Police Officer (SSPO) on site. SOs perform a variety of duties in the prevention of and response to threats or crime against students, staff and property. Duties shall include but are not limited to serving at a fixed post, making rounds on foot or by motor vehicle, escorting persons on or off school property, and assisting visitors by answering questions and giving directions. At no time shall a Security Officer be required to carry a weapon, search personnel, detain personnel or effect an arrest. Under the direction of a Supervisor, the SO is required to prepare written reports of all security-related activities, incidents or observations. The employees in this category shall not carry a firearm.

The SO shall be able to successfully complete courses related to drugs, law enforcement, security, child development, behavior management, and conflict resolution. The SO shall be licensed in the District of Columbia, and perform other duties as assigned by the Project Manager.

The Security Officer position in this solicitation is correlated to the Guard I position as indicated in the Department of Labor's Determination, No: 1994-2103, Revision No: 33.

### **C.5.1.2 Guard II**

The individuals in this category shall be licensed in the District of Columbia as a Special Police Officer, which indicates their authorization to carry a firearm when specifically directed by the MPD. For the purposes of this contract, the Guard II position shall also be called Supervisory Special Police

Officer (SSPO). In addition to the SO requirements listed in Section C.5.1, SSPOs must possess a minimum of five (5) years of Federal, District, State, or local law enforcement and/or related physical security experience. These individuals must also possess the ability to work with youth and adults, to effectively communicate with the public and District personnel, and to effectively communicate with, supervise and manage school-based security officers. The SSPO shall work under the general supervision of the Cluster Supervisor. SSPOs shall be placed in selected middle, junior high and senior high schools, and shall manage the security team on site and perform other duties as assigned by the Project Manager.

The Special Police Officer position is correlated to the Guard II position as indicated in the Department of Labor's Wage Determination, No: 1994-2103, Revision No. 33.

**C.5.1.3** The following positions are also in the Guard II category:

**C.5.1.3.1. Youth Gang Officer**

The Youth Gang Officers shall exercise the ability to effectively work, communicate, and display mediation and intervention skills with youth and adults with specific emphasis on youth who are deemed at-risk. These positions serve under the general supervision of the MPD School Security Director. Youth Gang Officers shall assist in the development of training modules to address issues of gangs and gang-related activities, and provide information/briefings in that area. The Youth Gang Officer shall be licensed as a Special Police Officer (SPO) in the District of Columbia and eligible to carry a firearm if required by the MPD.

**C.5.1.3.2 Operation S.A.V.E. Officers**

Operation S.A.V.E. (School Anti-Violence Effort) Officers shall participate in the gun interdiction project and serve as a member of the roving mediation team with the Project Manager. These positions are under the general supervision of the MPD School Security Director. Operation S.A.V.E. Officers participate in specially designed programs aimed at resolving potential conflicts on and near school campuses. The Operation S.A.V.E. Officer shall be licensed as a Special Police Officer (SPO) in the District of Columbia and eligible to carry a firearm if required by the MPD.

**C.5.1.3.3 School Security Investigators**

School Security Investigators shall possess law enforcement/security investigatory expertise and experience in the field of criminal justice. These positions serve under the general supervision of the MPD School Security Director. School Security Investigators serve as investigators for DCPS and shall be responsible for assisting in the protection of students, staff and school

property, the prevention, control, and investigation of crimes against the Board of Education, DCPS facilities and personnel. Each investigator shall be licensed as a Special Police Officer (SPO) in the District of Columbia and authorized to carry a firearm if required by the MPD.

#### **C.5.1.4 Other positions listed in Section B:**

##### **C.5.1.4.1 Cluster Supervisors**

Cluster Supervisors shall possess a minimum of 4 years managerial work experience or have equivalent school-based security work experience. In addition, Cluster Supervisors must have a minimum of five (5) years of law enforcement, military, or security related experience with Federal, State, District, or other local agency, two (2) years of which must include supervisory experience. Each Cluster Supervisor shall be licensed as an SPO in the District of Columbia, and eligible to carry a firearm if required by the MPD. These individuals must also possess the ability to work with youth and adults, to effectively communicate with the public, MPD and DCPS personnel, to effectively communicate with, supervise and manage school-based security officers, work with MPD District Commanders and Regional Operations Command (ROC) Chiefs, and perform other duties as assigned by the Project Manager or Assistant Project Manager.

##### **C.5.1.4.2 Administrative Assistant**

The Administrative Assistant shall possess the education, training and experience that will enable them to provide administrative assistance to the Project Manager, Assistant Project Manager and other contract staff. The Administrative Assistant shall prepare required contract reports and be capable of supporting requirements for word processing, data entry, creating presentation and report graphics, researching and compiling data, organizing and maintaining files, and communicating effectively with contract staff and District employees and officials. The Administrative Assistant shall be trained and responsible for recording and processing the time and attendance records for all personnel assigned to this contract.

##### **C.5.1.4.3 Administrative Coordinator**

The Administrative Coordinator shall demonstrate a high level of expertise in administrative concepts and practices, sufficient to enable them to recommend changes in administrative policies, devise and initiate procedures, and the ability to resolve and expedite internal budget and procurement issues. The Administrative Coordinator shall possess a comprehensive knowledge of database management systems, information processing and documentation standards.

**C.5.1.4.4 Assistant Project Manager (APM)**

The Assistant Project Manager (APM) shall possess a minimum of 4 years of managerial work experience including the supervision of 350 or more employees, as a portion of a minimum of ten (10) years of law enforcement, military, or security related experience. The APM shall be able to meet the qualifications as a Special Police Officer (SPO) in the District of Columbia and be eligible to carry a firearm if required. The APM shall effectively communicate, supervise, and manage the security officers as director of operations and all aspects of the contract's requirements. The APM shall work closely with MPD's COTR and School Security Director and be exclusively deployed on this contract by the contractor.

**C.5.1.4.5 Project Manager (PM)**

The Project Manager (PM) shall possess a minimum of four (4) years of managerial work experience including the supervision of at least 350 employees, as a portion of a minimum of fifteen (15) years of law enforcement, military, or security related experience. The PM shall meet the qualifications as a Special Police Officer (SPO) in the District of Columbia and be eligible to carry a firearm if required. The PM shall be able to effectively direct, communicate, supervise, and manage the security officers and all aspects of the contract requirements. The PM shall work closely with MPD's COTR and School Security Director, in order to ensure a high-quality security operation. The PM shall be exclusively deployed on this contract by the contractor.

**C.5.2 Other definitions:****C.5.2.1 Will Call Posts**

Security requirements or posts that are not covered by contract employees on a regular basis (see Section C.22).

**C.5.2.2 Contracting Officer's Technical Representative (COTR)**

The person appointed in writing by the Contracting Officer for general administration of the contract.

**C.5.2.3 MPD School Security Director**

The Director in charge of the school security function within MPD.

**C.5.2.4 DCPS Command Center**

A twenty-four (24) hour alarm and surveillance camera monitoring center located 3535 V Street, NE, Washington, DC.

**C.5.2.5 Emergency**

An emergency includes, but is not limited to, serious violence erupting in or around the school, flood, epidemic, riot, equipment failure, or other exigent reasons.

**C.5.2.6 Security Orders**

Security orders are policies and procedures governing school security operations that are provided by the MPD or provided by the contractor and approved by MPD.

**C.5.2.7 Post Orders**

Post orders describe the basic work to be performed at each post on each shift at each facility.

**C.5.2.8 Temporarily Assigned Staff (TAS)**

Temporarily Assigned Staff (TAS) are guards assigned to cover will call posts and to fill posts vacated by absent employees.

**C.5.2.9 On-site Security**

On-site Security means security services performed on District of Columbia Public Schools property.

**C.6 MINIMUM PERSONNEL QUALIFICATIONS**

**C.6.1** In addition to the requirements set forth in C.5.1, to be eligible to perform under this contract each contractor employee shall meet the following criteria:

- a. Be a United States citizen and at least twenty-one (21) years of age.
- b. Possess a high school diploma or GED equivalency.
- c. Possess a high degree of proficiency in the English language. This shall include: (1) being competent to meet and deal with the public, including the proficiency to write, read, understand and speak English fluently; (2) the ability to construct and write clear, concise, accurate and detailed reports in English, which may be used in court and in connection with

civil and criminal matters; and (3) have the ability to clearly communicate on a 2-way radio or other communication devices and maintain conversation without difficulty in being understood.

- d. Be able to follow through with instructions or procedures and to maintain poise and self-control under stress.
- e. Project Manager, Assistant Project Manager, Cluster Supervisors, Gang and SAVE members, and Supervisory Special Police Officers must possess a valid driver's license and be able to operate a motor vehicle. The employee shall not have had a driver's license suspension or conviction for a DUI (Driving Under the Influence) type of offense within the past three (3) years.
- f. Have a telephone at residence for emergency contact.
- g. Be free of any judgment of incompetence by any court for mental defect or disease and free of any injury, physical impairment or limitation which prevents proper performance of security work.
- h. Be licensed as a Special Police Officer for each Guard II position as required by the Metropolitan Police Department Security Officers Management Branch.
- i. Be in compliance with the D.C. Law 15-117, "Child and Youth, Safety and Health Omnibus Temporary Amendment Act of 2004," especially Titles I and II, Sec.205.b(5), et. seq.

**C.6.2** No individual assigned to this contract shall have been convicted of any offense which would cause the revocation or non-renewal of the individual's SPO license. The contractor shall immediately and permanently remove any such individual from the contract and notify the COTR. (See "SOMB Security Officer's Handbook" and the "Child and Youth, Safety and Health Omnibus Temporary Amendment Act of 2004.") Failure to comply may be cause for the exercise of contract remedies, including termination of the contract.

**C.6.3** Fifteen days after contract award, the Contractor shall provide to the COTR a roster listing all employees approved by the Contractor as individuals that meet the Child and Youth Safety and Health Act criminal background check requirements. For each employee, Contractor shall provide a copy of the criminal background check used to qualify each employee to the COTR. Contractor shall also provide an employee summary (i.e., next to each name, identify all convictions).

**C.7 PERSONNEL**

**C.7.1** The contractor shall be solely responsible to compensate its employees, including the payment of all applicable wages, taxes, insurance, and worker's compensation. The contractor shall be solely responsible for and shall indemnify the District for any loss or damage to District property if the loss or damage is caused by the contractor or any of its employees.

**C.7.2** The contractor shall staff the contract providing personnel meeting the requirements set forth in Section C, and shall efficiently schedule a combination of full-time positions with a minimum of part-time positions to ensure full security coverage is provided in accordance with the requirements of the contract. Full-time positions shall comprise the significant majority of the workforce. The contractor shall efficiently manage the workforce so as to minimize the necessity for overtime to be paid by the District.

**C.7.3** The contractor's employees must present a neat, clean and professional appearance at all times while on duty. The contractor shall develop and maintain a dress code and grooming standards in writing to be approved by MPD within fifteen (15) days of contract award.

**C.7.4** The contractor shall maintain its own personnel and benefit policies for its employees, subject to review by MPD. This policy must be submitted with the proposal.

**C.7.5** Any individual employed by MPD or DCPS shall not be employed by the contractor simultaneously.

**C.8 HEALTH AND PHYSICAL FITNESS REQUIREMENTS**

**C.8.1** Contractor's employees shall demonstrate evidence of physical fitness by passing the physical examination administered by a licensed physician during the MPD, Security Officer Management Branch certification/commission process. (See "SOMB Security Officers Handbook.") The SOMB is located at 2000 14<sup>th</sup> Street, N.W., 3<sup>rd</sup> Floor, Washington, DC.

**C.9 TRAINING**

**C.9.1** The contractor shall be responsible for training its employees who will be performing under this contract. Lesson plans and outlines for each block of basic training shall be submitted with the proposal. For the supplemental 40

hours of training, the contractor shall submit a plan for obtaining this training to include potential sources for this training.

**C.9.2** The contractor shall ensure that all employees performing on this contract have completed the Basic Training Curriculum listed in C.9.3 prior to assignment. The contractor shall submit training completion rosters to the COTR before the assignment of personnel. New employees hired by the contractor shall not report to duty until this training has been completed. The COTR will review the contractor's roster of eligible employees submitted by the contractor for approval. The COTR reserves the right to periodically inspect training sessions.

**C.9.3 Basic Training Curriculum**

The contractor shall ensure that the Guard Is and IIs assigned to this contract have completed a basic guard training curriculum that includes, at a minimum, the following courses:

Introduction to Protective Services Police	0.5 hour
Conduct on Duty	1 hour
Uniform, Equipment and Grooming	1 hour
Ethics	1 hour
Introduction to DC Government	1 hour
Report Writing	3 hours
Alarm and Video Monitoring	1 hours
Patrol Techniques	1 hour
Magnetometer, X-ray Machine and Screening	2 hours
Arrest Procedures (SPO's only)	2 hours
Search, Seizure and Detention (SPO's only)	1 hour
Use of Force	2 hours
Court Preparation and Appearance	.5 hour
Observation and Description Techniques	1 hour
Evidence Preservation	.5 hour
Criminal and Civil Law	3 hours
Sexual Harassment	1 hour
Drugs and Alcohol	1 hour
Officer Manuals	2 hours
Bomb Threats	1 hour
Civil Disobedience	1 hour
Conflict Resolution/Public Relations	2 hours
Customer Service	1.5 hours
First Aid/CPR	<u>16 hours</u>
Total	47 hours

**C.9.4 Firearms Training for SPO Armed (i.e., Guard II, only if required to carry firearm)** The "SOMB Security Officers Handbook" details the

requirements for initial firearms training for SPOs Armed. In addition to that training, contractor's employees required to carry firearms shall meet the MPD requirements for annual firearms training and recertification as specified in MPD General Order RAR—901.01 "Handling of Service Weapons," which states in Section V.D.1:

All members shall qualify with their service pistol . . . every six months. Members shall be required to qualify *at least once* during the period between January 1<sup>st</sup> through June 30<sup>th</sup> and *at least once* during the period July 1<sup>st</sup> through December 31<sup>st</sup>.

**C.9.5 Supervisory Training (Supervisory Special Police Officer, Cluster Supervisors, Project Manager, Assistant Project Manager)**

In addition to the prerequisites set forth in Basic Training (Section C.9.3) and Firearm Training (Section C.9.4) if required, the supervisory contractor personnel listed above shall complete the following training:

Techniques of Management/Supervision	3 hours
Site/Post Inspections	3 hours
Security Surveys	2 hours
Principles of Communication	2 hours
Principles of Documentation in Performance Management	4 hours
Interview Techniques	<u>2 hours</u>
Total	16 hours

**C.9.6** In addition to the prerequisites set forth in Basic Training (Section C.9.3), Firearm Training (Section C.9.4) if required and the Supervisory Training (Section C.9.5) required for designated supervisory personnel, the contractor shall provide to each employee under the contract a minimum of 40 hours of annual training in school-related security issues. At a minimum, the contractor's training shall encompass the following curriculum:

- a. Child Development
- b. Effective Communication Skills
- c. Behavior Management
- d. Substance Abuse and its Effect on Youth
- e. Availability of Social Services for Youth
- f. D.C. Laws and Regulations, including Board of Education Regulations
- g. Constitutional Standards for searches and seizures conducted by school security personnel on school grounds
- h. Training on School Security Orders
- i. Visitor Control

- j. Proper Use of Metal Detectors; CCTV, radios and other security equipment in the schools
- k. Special Education
- l. Crime Reporting on Campus
- m. Diversity Training

**C.9.7** The contractor shall maintain professional training and other certifications, licenses or permits, including firearm qualifications, in the employee personnel file and shall make these documents available upon the COTR's request.

**C.9.9 Instructor Qualifications**

Instructors who are certified to teach the specific subject or topic required shall administer all formal training required herein. Certification to instruct the specific subject shall be in the form of a certificate issued by an accredited institution of learning (school, college or university), the District of Columbia Government, Federal, or other state or county government. Such certifications offered shall be current by date. The contractor shall submit instructor qualifications with its proposal.

**C.9.10 Special Requirements for PM, APM and Supervisors**

There shall be no substitutions of proposed key personnel, i.e., contractor's Project Manager, Assistant Project Manager, and Cluster Supervisors, prior to ninety (90) days after contract award unless specifically approved in writing, in advance, by the COTR. Thereafter the contractor shall submit proposed substitutions to MPD for approval five (5) working days before the proposed substitution. All substitutes shall meet or exceed all contract requirements for those types of personnel. The Project Manager, Assistant Project Manager, and Supervisors shall be individuals of unquestionable integrity, who display a mature attitude and exercise good judgment.

**C.9.11** Contractor is required to certify that all employees on the contract have had the Basic Training prior to assignment to this contract. In addition, the Contractor shall provide at their own expense, an 8-hour "refresher course" that includes Conduct on Duty, Ethics, Alarm and Video Monitoring, Patrol Techniques, Magnetometer, X-Ray Machine and Screening, and Use of Force, for all employees before assignment to this contract. A short presentation by MPD will be included in this one-day training.

Within two weeks of the July 1, 2005 start date, the Contractor is required to test all employees on the content of the lesson plans for Basic Training and their ability to apply this knowledge. The test will be developed and administered by an independent consultant (to be selected jointly by the Contractor and the MPD) at the expense of the Contractor. The test will be

approved by the MPD, which also may proctor the administration of the test to ensure the integrity of the testing process.

Individuals who fail the test will be required to retake the Basic Training within 60 days of their testing failure date, and (within this 60 day period) be retested by the independent testing consultant. Failure to pass the test after retaking the Basic Training curriculum will render the individual ineligible to work on the contract.

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

## **C.10 ORDERS**

**C.10.1** Security orders may be provided to the contractor by the MPD. The contractor's standard security orders shall be submitted to MPD. These orders will be reviewed and may be approved by the MPD for use by the contractor. The contractor shall submit its standard security orders as part of the Operational Plan.

**C.10.2** The contractor shall be responsible for the maintenance of MPD security orders, including all updates and information required to be inserted. The contractor shall for update and provide copies for use by all contractor employees.

**C.10.3** The contractor shall maintain the master security orders at the DCPS Command Center and shall contain complete duty instructions for all posts involved. These orders shall include separate standard operating procedures and emergency procedures. At each fixed post, the contractor shall furnish and maintain the orders in a separate loose-leaf binder. The binder will contain only duty instructions pertinent to that specific post. The security orders shall not be removed from the DCPS property or be reproduced or copied in any manner without the prior written consent of MPD. Upon receipt of written approval of MPD, the contractor shall post proposed changes in the security orders and the updates thereof.

## **C.11 POST ASSIGNMENTS**

**C.11.1** Upon reporting to a facility for duty, each employee shall enter their name, actual and exact arrival time and date in the Activity Log Book located at the facility. At the end of the tour, each employee shall record their time-out in

the same Activity Log Book. The employee shall also record any equipment received on post and any reports or orders passed down on their tour of duty in the Activity Log Book.

- C.11.2** Any requests to the contractor's employees to perform duties not covered in the post orders, security orders, or not specifically requested by the COTR or MPD School Security Director shall be referred to the COTR or, if after hours, to the DCPS Command Center. If the request is deemed appropriate, the COTR will have the instruction prepared in writing and placed in the post orders with the time and date associated with the request.
- C.11.3** If an employee does not meet contractual requirements, including the regulations as outlined in District of Columbia Municipal Regulations (DCMR), Title 6A, or the post orders or the security orders approved by the COTR, the COTR will consider the post uncovered, and assess liquidated damages in accordance with Section H.8.
- C.11.4** The work schedules for supervisors and security officers shall be prepared on separate schedules and posted in the shift supervisor's work area at two (2) week intervals. Changes to the schedules shall be posted at least twenty-four (24) hours prior to the affected change in duty hours for any contract employee. All work schedules shall be provided to the COTR immediately upon posting any changes. The MPD reserves the right to ask for changes in the work schedules at any time with reasonable lead-time (48 hours) for the requested modifications.
- C.11.5** No security officer shall leave his/her post until properly relieved in accordance with the post orders.
- C.11.6** All security officers shall be in the proper dress and ready to begin work at the start of their shift. All security officers shall remain on the job in proper dress until the end of their full tour of duty.

**C.12 EQUIPMENT AND MATERIALS**

**C.12.1** The contractor shall care for and maintain all District-owned and furnished property in accordance with 27 DCMR Section 4100, et. seq., including establishing and maintaining a property control system as provided for in Section 4107. The contractor shall operate the equipment referenced in Attachment J.6. The contractor shall be responsible to maintain the equipment in good working condition during its use. If the equipment is damaged, missing or becomes defective, the contractor shall promptly notify DCPS and the COTR.

**C.12.2** DCPS will provide all communications equipment (two-way radios, cell phones, pagers, etc.) on a daily basis to the contractor. The contractor shall be responsible to maintain the equipment in good working condition during its use. If the equipment is damaged, missing or becomes defective, the contractor shall promptly notify DCPS and the COTR.

**C.12.3** The contractor shall provide the COTR with an initial inventory of all equipment owned by the contractor or provided by the District (indicate ownership in the inventory report) within 30 days of award of contract. During the contract term, the contractor shall first seek approval from the COTR for any additional equipment necessary to fulfill contractual requirements, including vehicles. The COTR will only authorize reimbursement for equipment approved for purchase. All equipment purchased by the contractor for the performance of contract requirements shall become the property of MPD at the termination of the contract.

**C.12.4** The contractor shall be responsible for maintenance of the equipment it provides during the contract period. DCPS will provide fuel for vehicles provided by the contractor.

**C.13 ACCOUNTABILITY FOR DISTRICT OF COLUMBIA PUBLIC SCHOOLS PROPERTY**

**C.13.1** All property and equipment furnished by the DCPS under this contract shall remain the property of DCPS. During the term of the contract, the contractor shall comply with Section C.12.1 in accordance with terms of 27 DCMR Section 4100, et. seq. Upon contract expiration or termination, the contractor shall account for all DCPS-furnished property provided. Any property or equipment furnished to fulfill contract requirements, which is lost or damaged resulting from improper use or negligence by the contractor's employees, shall be repaired or replaced by the contractor at its own risk and expense.

**C.14 CONTRACTOR-FURNISHED PROPERTY**

**C.14.1** Three (3) days after notice of contract award, the contractor shall submit to MPD an SOMB-approved uniform and equipment program for review and approval. A suggested uniform and equipment program should include items such as: shirts, trousers, ties, blazers, gloves, jacket, socks, shoes, handcuffs, flashlights, badges, caps, coats, raincoats, rain boots, belts and other items as deemed necessary by the contractor. MPD will approve the program within seven (7) days after notice of contract award to permit the contractor to procure the required uniforms and equipment.

**C.14.2** The contractor shall furnish and maintain properly fitted uniforms and equipment in accordance with uniform and equipment approval received by contractor from MPD's SOMB. These uniform items shall be provided by the contractor at no cost to the District, above the cost provided in Section B. Any disagreement regarding application of the standards relating to uniforms and equipment shall be referred to the MPD COTR.

**C.15 DISTRICT OF COLUMBIA PUBLIC SCHOOLS FURNISHED FACILITIES AND PROPERTY**

**C.15.1** DCPS will furnish at its expense the following: space, lockers (if available), light, heat, power and other utilities for the operation of the security services program to be furnished herein. DCPS shall obtain necessary telephones, telephone lines, fax lines, and other dedicated lines for contractor's use. DCPS will provide fuel for vehicles provided by the contractor.

**C.15.2** DCPS will make available without cost or charge to the contractor areas of the premises agreeable to both parties in which the contractor shall render its services, such area shall be reasonably necessary for providing efficient operations of security services.

**C.15.3** DCPS will provide security technology to include Closed Circuit Television (CCTV), x-ray machines, walk-through and hand-held metal detectors, alarm systems, and communication devices.

**C.16 CONTRACTOR OFFICES AND FACILITIES**

**C.16.1** The contractor shall operate from the government-owned facility. This facility must support, on a twenty-four (24) hour, seven (7) days a week, three hundred sixty-five (365) day a year basis, the contract security operation and be staffed by the contractor's personnel. An answering machine or voice mail is not an acceptable alternative to contractor employees.

**C.17 BUILDING SECURITY LOG/REPORT ENTRIES**

- C.17.1** The contractor shall make log entries in the Activity Log Book located at each post. Log entries shall include, but are not limited to name, arrival on duty and departure times, and date and time observing any criminal offense, accidents, injuries to persons, damage to property, and complaints. In addition, the contractor shall report any irregular activities or occurrences (i.e., activities or occurrences not usually observed while on post) to the DCPS Command Center as soon as possible.
- C.17.2** The contractor shall contact the DCPS Command Center to report incidents, as defined above, and to obtain additional information or instruction as soon as possible.
- C.17.3** The contractor shall document irregular or unusual activities in the Activity Log Book, as per the directions in the security orders.
- C.17.4** The contractor shall make available the Activity Log Book (including Incident Report) to the COTR or MPD upon request.
- C.17.5** The contractor shall complete incident reports, logs, accident reports, investigative reports, equipment inventories, security surveys, and other reports as directed by the MPD. Contractor shall submit a draft document of reports with the proposal as part of the Operational Plan.
- C.17.6** The contractor shall enter data from the reports into the incident reporting system and other databases, and produce and distribute summary reports on a regular schedule as directed by the MPD School Security Director or the COTR.
- C.17.7** The contractor shall ensure that all reports and other documents are written clearly, legibly, and accurately. The contractor shall collect all original reports and documents in an organized manner, store them in accordance with established procedures, and turn them over to the COTR by the contractor at the end of the contract period. All records will be readily available to MPD during the performance of the contract. Filing procedures will be reviewed and discussed by the parties at the post-award conference.

**C18 REMOVAL OF CONTRACTOR'S EMPLOYEES**

- C.18.1** The contractor shall require its contract employees to comply with any directives issued by the COTR. The contractor shall be responsible for maintaining satisfactory standards of employees' competency, conduct,

appearance, and integrity, and shall be responsible for taking such disciplinary action with respect to the employees as deemed necessary.

- C.18.2** At any time, the MPD COTR, in its sole discretion, may require the contractor to immediately remove any employee from the contract. Replacement personnel shall be provided immediately.

## **C.19 INVESTIGATIONS**

The contractor shall assist and cooperate in investigations of criminal offenses, accidents, injuries to persons, damages to property and complaints within the perimeters for that particular facility as defined in the post orders. The District shall have the option to examine the site of any accident or incident immediately following its occurrence to determine the cause of such accident or incident, the degree of personal injuries, the damage to Government-owned property, and other pertinent information. In order to accomplish this, the District shall have the authority to question any persons having knowledge relative to or present when such accident or incident occurred, including employees and agents of the contractor.

## **C.20 MEETINGS**

All meetings with MPD shall be attended by at least one (1) of the contractor's key personnel with authority to address and remedy matters regarding administrative and performance-related issues. The contracting officer may attend meetings to address contractual issues. DCPS may also attend meetings to address issues involving their operations and facilities. Twenty-four (24) hour notice shall be required to cancel any meeting with MPD. The COTR shall notify the contractor of the date and time of these mandatory meetings.

## **C.21 TEMPORARILY ASSIGNED STAFF (TAS)**

Temporarily Assigned Staff (TAS) personnel shall be provided by the contractor for special security needs to include but are not limited to special events, school sporting events, PTA meetings and other before or after-hours events, or to augment existing staff during periods of heightened security. The MPD COTR will attempt to provide a minimum of twenty-four (24) hours notice of the requirement for increased staffing. However, as few as four (4) hours (or less) notice may be provided in exigent circumstances.

**C.22 WILL CALL POSTS**

Will call posts are those that are not covered by contract employees on a regular basis under this contract and require that security services be in place with minimal notice and at no additional cost to MPD above the charges for the wages for the individual(s) involved. The COTR will attempt to give four (4) hours notice whenever possible. The contractor shall bill the District for such services upon the employee reporting for duty at said post. Will call posts include those described as Special Activities in Section B.

**C.23 BUILDING ORIENTATION**

**C.23.1** Before the contractor's employees can be allowed to provide services at a particular site under the contract, the contractor's employees shall complete a minimum of a four (4) hour on-site orientation at no additional cost to the government. The orientation shall consist of familiarizing the contractor's employees with the physical layout of the location by walking the employees around the location and showing them entrances, exits, fire doors, stairwells, mechanical rooms, etc. The orientation shall also cover the information in the post orders.

**C.23.2** The orientation shall be conducted by DCPS personnel, contractor supervisory personnel or an experienced site officer of the contractor approved in writing by MPD to provide on-site orientation at specific locations. Only personnel approved in writing by the MPD shall be authorized to conduct the orientation. The contractor shall submit a building orientation report to the COTR after employees successfully complete the orientation.

**C.24 REPORTS, FILES, AND RECORDS**

**C.24.1** The contractor shall maintain personnel files for all employees furnished under the contract. Medical records shall be maintained in a separate file in accordance with HIPAA regulations. The personnel files shall contain all documentation required in Section C to validate the establishment of qualifications, licensing and training of the contractor's employees for employment on this contract.

**C.24.1.1 Contractor's Maintenance of Each Employee's Personnel Files – Format and Content**

1. The personnel file jacket shall contain, but not be limited to, the following records:

- a) Copy of current criminal history record;
- b) Current security officer license for Guard I and SPO license for Guard II and other employees specified in the contract;
- c) Copy of U.S. Passport or other identification indicating U.S. Citizenship;
- d) Copy of high school diploma or GED;
- e) Copy of valid driver's license (for those employees who are required to drive a vehicle under the contract);
- f) Copy of driving record for the past three years (for those employees who are required to drive a vehicle under the contract), documenting no driver's license suspension or conviction for DUI type of offense within the past three (3) years;
- g) Copy of training and testing records indicating that employee completed and passed all training requirements and tests;
- h) Copy of first aid/CPR certificate; and
- i) Copy of company disciplinary records, if any.

2. The medical file shall include, but not be limited to, the following items:

- a) Copy of pre-employment physical examination;
- b) Copies of all drug testing program reports, including results of pre-employment drug screening, random drug screening, and reasonable suspicion screening; and
- c) copy of a psychological screening, if any, attesting to the employee being free of any judgment of incompetence.

**C.24.2** These files shall be continuously maintained by the contractor and are subject to inspection by the MPD at any time.

**C.24.3** The contractor, in conjunction with MPD, shall schedule an independent audit of personnel files 30 days after contract award and every six months thereafter for the duration of the contract. The audit shall verify that the personnel records contain all documentation required to validate the qualifications of the contractor's employees for employment on this contract. The contractor shall deliver the audit report to MPD within one week of its receipt.

**C.24.4** The contractor shall complete incident reports, logs, accident reports, investigative reports, equipment inventories, security surveys, and other reports as directed by the MPD. Contractor will submit a draft document of reports with the proposal as part of the Operational Plan.

**C.24.5** The contractor shall ensure that all reports and other documents are written clearly, legibly and accurately and filed in an organized manner. All original reports and documents shall be collected, filed and stored in accordance with the contractor's established procedures, and turned over to the MPD at the end

of the contract period. The parties will review filing procedures at the post award conference. MPD reserves the right to inspect all reports at any time.

## **C.25 QUALITY CONTROL**

**C.25.1** The contractor shall establish and maintain a complete Quality Control Plan (QCP) to assure the contractor is meeting contract requirements. The Quality Control Plan is to include financial and accounting controls. The contractor shall submit the QCP to MPD for approval within fifteen (15) days following contract award. Contractor shall include a quality control plan as part of the Management Plan.

**C.25.2** As part of the Quality Control Plan, the contractor shall conduct daily inspections of all contractor work performed to ensure compliance with the contract requirements. The contractor shall document the results in a Security Post Inspection Report to be given to the COTR on the last workday of each month. The contractor shall also submit a weekly Corrective Action Report to the COTR outlining the steps and procedures taken to correct all issues identified in the Security Post Inspection Report. The contractor shall provide a draft of the Security Post Inspection Report and the Corrective Action Report to the MPD as part of the Quality Control Plan.

## **C.26 COMMUNICATIONS**

Communications systems will be provided by DCPS and are different at each school. The contractor shall evaluate the current communications systems at each school, and submit recommendations for standardization and improvements to the COTR within fifteen (15) days following contract award. The contractor shall maintain and account for equipment provided in accordance with Sections C.12.1 of this contract.

## **C.27 TECHNOLOGY AND LOGISTICAL SUPPORT**

The contractor shall offer recommendations for equipment, technical and logistic support to install state-of-the-art surveillance, detection and communication equipment. This equipment, when installed, shall provide the contractor with the ability to monitor activity in and around that facility, and enhance the opportunity to readily detect and prevent unauthorized individuals and activity, which may impact safety and welfare of the school system.

## **C.28 ADMINISTRATIVE PROCEDURES, POLICIES, AND GUIDELINES**

The contractor shall develop, modify and implement administrative procedures, policies and guidelines. These procedures, to be approved by MPD, shall be suited to the uniqueness of the individual schools and administrative facilities, and shall complement the Superintendent's Directives, Policies and Guidelines relevant to school operations and security.

## **C.29 TRANSITION PLAN IMPLEMENTATION**

Contractor shall prepare and deliver a Transition Plan that details its proposed operational steps to successfully transition between an incumbent and the new contractor. The contractor shall provide this plan three working days after notice of contract award. (See Section F "Deliverables.") The contractor, MPD and DCPS shall then discuss the implementation of the plan.

### **C.29.1 Beginning of Contract Term**

Within three (3) days of notice of award, the contractor shall implement a transition plan that will accomplish the following functions, at no additional cost to MPD. The contractor shall implement the plan upon MPD's approval.

- a. The contractor shall provide a seamless continuity of services. The contractor shall coordinate with the incumbent contractor and ensure that transition does not disrupt day-to-day security operations.
- b. The contractor shall begin staffing posts with fully qualified, trained personnel within twenty-one (21) days of contract award.
- c. The contractor shall provide employees with an orientation detailing contractor benefits, applications, release forms and other pertinent matters relating to school security.
- d. The contractor shall conduct background checks as specified in Section C.6.1.i, "Minimum Personnel Requirements."
- e. The contractor shall verify that all employee licenses, training certifications, and physical examinations required in Section C or by the District are valid and current. All outstanding requirements shall be completed during the transition period. No contractor employee shall be permitted to assume duties until these requirements have been demonstrated in accordance with Section C.
- f. The contractor shall conduct drug screening, as specified in Section C.3.20 of this solicitation.
- g. The contractor shall obtain measurements for uniforms as required during the second week of transition.

- h. The contractor shall issue uniforms during the third week of transition.
- i. The contractor shall recruit new security personnel to meet contract requirements, and schedule interviews with prospective employees accordingly.
- j. Transition plan shall be complete within forty-five days of contract award.

#### **C.29.2 End of Contract Term**

The contractor recognizes that the services provided under this contract are vital to the District of Columbia, and must be continued without interruption. Upon contract expiration or termination, a successor, either the District Government or another contractor, at the District's option, may continue to provide these services. To that end, the contractor agrees to:

- a. Ensure the transition does not disrupt day-to-day school security operations.
- b. Exercise its best efforts and fully cooperate to effect an orderly and efficient transition.
- c. In accordance with the Rights in Data clause (see Section I.6), the contractor shall transfer the data to the District or another contractor, at the District's option, in a format to be determined by the District.

**SECTION D**

**PACKAGING AND MARKING**

This section is not applicable.

## SECTION E

### INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for the resultant contract will be governed by the Inspection of Services Clause in Section 7 of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated April, 2003. Sections E.2 and E.3 are in addition to the requirements of Section 7 of the standard contract provisions.
- E.2** The contractor is responsible for the day-to-day inspection and monitoring of all contractor work performed to ensure compliance with the contract requirements. The results of all inspections conducted by the contractor shall be documented in the Security Post Inspection Report (Ref. C.3.6) to be given to the COTR on the last workday of each month. MPD shall conduct random inspections to ensure contract compliance.
- E.3** The contractor shall submit a weekly Corrective Action Report (Ref. C.3.6) to the COTR outlining the steps and procedures taken to correct all issues identified in the Security Post Inspection Report.
- E.4** SROs will have "auditing and correction authority" over contractor personnel. Auditing authority is the authority to direct (or prevent) someone from taking (or not taking) an action that is inconsistent with established standards (e.g., the Security Manual and Post Orders) in order to maintain the quality of contractual performance, processes and services. The auditor, i.e., the MPD member with auditing authority, will inspect the work of the contractor's personnel to ensure that the performance of the services is in accordance with established procedures and guidance. If the auditor decides that the work being inspected is not within established procedures and guidance, the auditor is required to instruct and direct the person doing the work to perform the work in accordance with the Security Manual and Post Orders. If the person being audited disagrees with a determination that the work is not within established procedures and guidance and does not bring the work within such standards as judged by the auditor, then the auditor must refer the issue to his/her supervisor, and the contractual security personnel may do the same.

The principal remains in charge of their assigned school and will have "prescribing authority" over contractor personnel in the schools on matters relating to the security needs of the school. The principal will exercise this authority in collaboration with the SRO or SRO Sergeant on site. Prescribing authority means that the prescriber has the authority to direct contractor personnel to perform a specific school security related task and that person

must do it (and raise questions afterwards with his/her manager if he or she is dissatisfied with the direction). A principal's prescribing authority will allow the principal to direct security personnel to staff posts based on urgent security needs. Limits to this authority will be defined in a Memorandum of Understanding between the MPD and DCPS.

The principal or administrator in charge will be accountable for activating the school's emergency response procedures in an emergency situation and will have the authority to direct security personnel. Police personnel will take police action when required.

**SECTION F****DELIVERIES OR PERFORMANCE****F.1 CONTRACT TYPE**

The District contemplates award of one (1) Requirements contract with payment based on fixed unit prices as set forth in Section B.

**F.2 TERM OF CONTRACT**

The term of the contract will be for a period of twenty-four (24) months from date of award, as specified on page one (1) of the contract.

**F.2.1 OPTION PERIOD**

**F.2.1.1** The District may extend the term of this contract by exercising up to three (3) one-year option periods.

**F.2.1.2** The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

**F.2.2 OPTION TO EXTEND THE TERM OF THE CONTRACT**

**F.2.2.1** The District may extend the term of this contract for a period of three (3) one-year option periods, or multiple successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District shall give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the CO prior to expiration of the contract.

**F.2.2.2** If the District exercises this option, the extended contract shall be considered to include this option provision.

**F.2.2.3** The price for the option period shall be as specified in the contract.

**F.3 DELIVERABLES**

The Contractor shall submit to the COTR all deliverables set forth in the table below between the hours of 9:00 a.m. to 4:45 p.m., Monday through Friday, exclusive of District holidays in the time frame set forth in the table below.

All reports shall include a certification that to the best of the contractor's knowledge and belief, the information contained in the reports is accurate, complete, and current as of the date submitted. Failure to provide a deliverable will constitute a default under the Default clause, and the District may proceed against the contractor pursuant to the procedures set forth in the Default clause.

Deliverable	Quantity	Relevant Section	Format	Due Date
Incident Report, Logs, Accident Reports, Equipment inventories, Security Surveys	One	C.17.5 C.24.4 C.12.2	One hard copy and one electronic copy	As directed by COTR
Dress Code and Grooming Standards	One	C.7.3	One hard copy	15 days following contract award.
Quality Control Plan (QCP), including Security Post Inspection Report	One	C.25.1	One hard copy and one electronic copy	15 days following contract award.
Security Post Inspection Report	One	E.2	One hard copy and one electronic copy to COTR	Last work day of each month
Corrective Action Report	One	E.3	One hard copy and one electronic copy to COTR	Weekly following contract award
Transition Plan	One	C.29	One hard copy	Three (3) days after contract award
Proposed Uniform and Equipment Program	One	C.14.1	One hard copy	Three (3) days after contract award
Presentation of Actual Uniforms	One Time	H.7.7	Presentation to the COTR	7 working days prior to contract start date
Uniform Issuance Policy	One	H.7.7	One hard copy	15 days following contract award
Training Completion Roster/Hire Report	One	C.9.2	One hard copy and one electronic copy to COTR	Prior to assignment of new

				employees
Communications System Analysis	One	C.26	One hard copy	15 days following contract award
Post Orders for each school and each shift	One	C2.11	One hard copy and one electronic copy	30 Days after contract Award
Initial inventory of equipment	One	C.12.3	One hard copy	Within 30 days of contract award
Building Orientation Report	One	C.23.2	One hard copy and one electronic copy to COTR	After completion of the orientation for each building listed in Attachment J.1.
Schedule for Independent Audit of Personnel Files	Periodic	C.24.3	One hard copy	30 days after contract award and every six months thereafter
Commission/ Certification Report	One	H.7.(5)	One hard copy and one electronic copy to COTR	Monthly
Firearms Eligibility List	One	C.9.4	One hard copy and one electronic copy to COTR	Monthly
Firearms Permits and Licenses	One	H.7.(4)	One hard copy and one electronic copy to COTR	Upon request
Certificate of Insurance	One	I.11	One hard copy to the Contracting Officer	10 days after request from the District
First Source Agreement Contract Compliance Report	One	G.3	One hard copy to the Contracting Officer	No later than the 10 <sup>th</sup> of each month following contract award
Roster listing all employees approved by the Contractor as individuals that meet the Child and Youth Safety and Health Act criminal	One	C.6.3	One hard copy to COTR	15 days after contract award

background check requirements.				
Recommendations Regarding School Security Programs, Policies, and Procedures	Periodic	C.2.8	One hard copy to the COTR	Every 6 months during the contract period

**SECTION G****CONTRACT ADMINISTRATION DATA****G1 INVOICE PAYMENT**

- G1.1** The District will make payments to the Contractor, upon the submission of proper invoices or vouchers, at the prices stipulated in this contract, for services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G1.2** Should the District reduce payment of an invoice to the Contractor, the District will provide a written notice to the contractor of the reason for the adjustment. The contractor shall be required to sign notices of adjustment.
- G1.3** The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

**G2 INVOICE SUBMITTAL**

- G2.1** The Contractor shall submit proper invoices on a monthly basis. Invoices shall be prepared in duplicate and submitted to the Agency Chief Financial Officer (CFO) with concurrent copies to the COTR specified in Section G.7 below. The address of the CFO is:

Metropolitan Police Department  
Office of the Chief Financial Officer  
Accounts Payable  
300 Indiana Avenue, NW, Room 4106  
Washington, DC 20001

- G2.2** To constitute a proper invoice, the contractor shall submit the following information:
- G2.2.1** Contractor's name and invoice date (contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);
- G2.2.2** Contract number (block# 2 on Solicitation Cover Sheet) and encumbrance number (block# 21 on Solicitation Cover Sheet). Assignment of an invoice number by the contractor is also recommended.
- G2.2.3** Description, price, quantity and the date(s) that the services were actually performed.
- G2.2.4** Other supporting documentation or information, as required by the Contracting Officer.

- G2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G2.2.6 Name, title, phone number of person preparing the invoice;
- G2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G2.2.6 above to be notified in the event of a defective invoice); and
- G2.2.8 Authorized signature.

**G3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

- G3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement, final request for payment must be accompanied by the report or a waiver of compliance discussed in H.9.5.
- G3.2 No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Resident's New Hires Requirements and First Source Employment Agreement.

**G4 ASSIGNMENTS**

- G4.1 In accordance with 27 DCMR § 3250, unless otherwise prohibited by this contract, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution
- G4.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- G4.3 Notwithstanding an assignment of money claims pursuant to authority contained in the contract, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

**G.5 CONTRACTING OFFICER (CO)**

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

William Sharp  
Contracting Officer  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street, N.W., Suite 700 South  
Washington, D.C. 20001  
Phone No: (202) 727-0252

**G.6 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

- G.6.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- G.6.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
- G.6.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

**G.7 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

- G.7.1** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract.
- G.7.2** It is understood and agreed that the COTR shall not have the authority to make changes in the specifications/scope of work or terms and conditions of the contract.
- G.7.3** Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer, may be denied compensation

or other relief for any additional work performed that is not so authorized, and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

## SECTION H

### SPECIAL CONTRACT REQUIREMENTS

#### **H.1 DIVERSION, REASSIGNMENT, AND REPLACEMENT OF KEY PERSONNEL**

The key personnel specified in the contract at C.9.10 are considered to be essential to the work being performed hereunder. All key personnel (non-post positions) (Ref. C.9.10) are to be permanently filled by the contractor within thirty (30) days from the date of the vacancy (Ref. C.9.10). Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the COTR at least thirty (30) calendar days in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact upon the contract. Proposed substitutions of personnel shall be subject to review and approval of the COTR.

#### **H.2 DEPARTMENT OF LABOR WAGE DETERMINATION**

The Contractor shall be bound by the Wage Determination No. 1994-2103 (Revision 33, dated March 10, 2005) issued by the U.S. Department of Labor in accordance with the Service Contract Act of 1965, as amended (41 U.S.C. 358) and incorporated herein. Since this RFP will result in a multiyear contract with a thirty-month base period, the Contractor will be bound by the wage rates for the first year of the multiyear base period. However, if the Department of Labor issues within the first year of contract performance a new wage determination applicable to this contract, then the Contractor will be bound by this new wage determination during the second year of the multiyear base period (and the District must give Contractor an equitable adjustment if warranted). If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the exercise of the option.

#### **H.3 AUDITS, RECORDS, AND RECORD RETENTION**

**H.3.1** At any time or times before final payment and three (3) years thereafter, the CO may have the Contractor's invoices or vouchers and statements of cost audited. For cost reimbursement contracts, any payment may be reduced by amounts found by the CO not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the District Government and an overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.

**H.3.2** 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.

**H.3.3** 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 five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) 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.

**H.3.4** 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 CO.

**H.3.5** Persons duly authorized by the CO shall have full access to and the right to examine any of the Contractor's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

**H.3.6** The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

#### **H.4 PUBLICITY**

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

#### **H.5 CONFLICT OF INTEREST**

**H.5.1** No official or employee of the District of Columbia or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Official Code Section 2-310.01 (2001), and Chapter 18 of the DC Personnel Regulations).

**H.5.2** 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.

## **H.6 GOVERNMENT RESPONSIBILITIES**

The Government shall furnish the supplies, materials and equipment as set forth in Section C. (Ref. C.12.1; C.15)

## **H.7 CONTRACTOR RESPONSIBILITIES**

**H.7.1 Firearms and Ammunition**- The contractor shall only issue weapons and ammunition approved by the MPD, SOMB. On sites where firearms are authorized, one (1) firearm shall be furnished by the contractor to each armed SPO (versus an unarmed SPO) while on duty as required in Attachment J.1. Personal weapons shall not be used by contractor personnel. The contractor shall provide upkeep and maintenance of the weapons (cleaning solvents, lubricating oil, rods, brushes and patches, and other normal small weapons maintenance tools). Each armed guard shall be issued twelve (12) rounds of ammunition by the contractor. Six (6) rounds shall be used as a firearm load and six (6) rounds carried in a cartridge case by the armed guards.

**H.7.2** Firearms shall not be transferred by contractor personnel from officer to officer while on site. Firearms shall not be stored by the contractor on the site. Ammunition shall be inspected and cleaned daily by the contractor to ensure its safe and effective use. Supervisors shall be responsible for ensuring firearms are in optimum operating condition.

**H.7.3** The contractor shall maintain an updated firearms certification list. The list shall show the status of firearms qualification and certification for each guard authorized to be armed. The list shall also include the serial number, date issued, the name of the officer issued to, caliber, make and model. The contractor shall submit this list monthly to the COTR.

**H.7.4 Firearms Permits** - The contractor shall be responsible for obtaining and maintaining all necessary permits and for complying with all applicable Federal, State, and Municipal laws. Copies of the permits shall be maintained by the contractor in accordance with the records retention requirements detailed herein (Ref. C.24) and furnished to the COTR upon request.

**H.7.5 Commission/Certification Report** - The contractor shall provide a report of the current license status of each contract employee monthly. The report shall include the name, date of expiration and commission/guard license number. This list shall also include any personnel no longer working for the contractor during the reporting period.

**H.7.6 Contractor Employee Identification Cards**. - MPD, SOMB shall issue Guard

Identification Cards and SPO Commissions, for each employee of the contractor. No contract employee shall work under this contract without the appropriate identification.

**H.7.7 Uniforms** - All uniforms shall comply with the standards used for SPOs and guards as stipulated by the MPD's SOMB. The proposed uniform program shall be submitted by the contractor to the COTR within three (3) working days following contract award. Actual uniforms shall be presented by the contractor seven (7) days prior to the start of contract performance. Fifteen (15) days after contract award, the contractor shall also provide the COTR with its Uniform Issuing Policy that will stipulate the number of uniforms issued per employee. The policy shall also include the contractor's process for replacing old, worn or unserviceable uniforms.

## **H.8 LIQUIDATED DAMAGES**

Each time the contractor fails to provide the required productive man (duty) hours, to include an employee's failure to arrive in time to begin the tour of duty, supervisory hours, equipment and uniforms as specified in the contract, the Contracting Officer shall consider the post uncovered, for any or all of those failures, and the District shall deduct from monies due the contractor, \$45 per hour starting with the first minute that a post is not covered. There is no grace period or other flexibility with regard to the requirement to promptly report for the tour of duty. Given the importance of protecting the District's children, schools and property, arrival one minute late shall be considered sufficient to trigger the application of liquidated damages. The rate of \$45 per hour is based upon the maximum overtime rate for an MPD officer.

In addition, the parties agree that it is difficult to establish or calculate the harm to the District and its children for Contractor's failure to comply with the Child and Youth Safety and Health Act. Therefore, the parties agree that Contractor shall pay as liquidated damages \$1,000.00 to the District for each employee Contractor provides to the District that is subsequently determined to be a prohibited employee under the Act. Upon such determination, and in addition to payment of liquidated damages by the Contractor, the employee shall be immediately removed from services under the contract as required by Section C.18.2

**H.8.1** The Contracting Officer will inform the contractor in writing of the type and dollar amount of proposed deductions on or before the 30<sup>th</sup> calendar day succeeding the end of the month for which the deductions are to be made.

- H.8.2** The contractor shall, within ten (10) working days of receipt of the notification from the Contracting Officer of the proposed deduction, present to the Contracting Officer specific reasons why any or all of the proposed deductions are not warranted. Reasons shall be fact specific in order to justify reconsideration and adjustment of the proposed amount to be deducted. **Failure to respond within the ten (10) day period shall be deemed acceptance of the proposed deduction.**
- H.8.3** Monthly payments (except for the final monthly payments) will not be delayed or withheld pending resolution of disputes regarding proposed deductions. If the Contracting Officer makes a determination that any or all of the proposed deductions are warranted, the Contracting Officer shall notify the contractor and subsequent payments under the contract shall be adjusted accordingly.
- H.9 51% District Residents New Hires Requirements and First Source Employment Agreement**
- H.9.1** The contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, sec: 2-219.01 *et seq.* ("First Source Act").
- H.9.2** The contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, in which the contractor shall agree that:
- (1) the first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services ("DOES"); and
  - (2) the first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.
- H.9.3** The contractor shall submit to DOES, no later than the 10<sup>th</sup> each month following execution of the contract, a First Source Agreement Contract Compliance Report ("contract compliance report") verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:
- (1) number of employees needed;
  - (2) number of current employees transferred;
  - (3) number of new job openings created;
  - (4) number of job openings listed with DOES;
  - (5) total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
  - (6) total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
    - (a) name;
    - (b) social security number;

- (c) job title;
- (d) hire date;
- (e) residence; and
- (f) referral source for all new hires.

**H.9.4** If the contract amount is equal to or greater than \$100,000, the contractor agrees that 51% of the new employees hired for the contract shall be District residents.

**H.9.5** With the submission of the contractor's final request for payment from the District, the contractor shall:

- (1) document in a report to the CO its compliance with the section H.9.4 of this clause; or
- (2) submit a request to the CO for a waiver of compliance with section H.9.4 and include the following documentation:
  - (a) material supporting a good faith effort to comply;
  - (b) referrals provided by DOES and other referral sources;
  - (c) advertisement of job openings listed with DOES and other referral sources; and
  - (d) any documentation supporting the waiver request pursuant to section H.9.6.

**H.9.6** The CO may waive the provisions of section H.9.4 if the CO finds that:

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

**H.9.7** Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.9.5 and H.9.6, the CO shall determine whether the contractor is in compliance with section H.9.4 or whether a waiver of compliance pursuant to section H.9.6 is justified. If the CO determines that the contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two (2) business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

**H.9.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.9.5, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The contractor shall make payment to DOES. The contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the CO pursuant to this section H.9.8.

**H.9.9** The provisions of sections H.9.4 through H.9.8 do not apply to nonprofit organizations.

## **H.10 ADDITIONAL LOCATIONS**

**H.10.1** The District Government reserves the right to add new locations (or delete locations) to any group of CLINS as the requirements change under the contract. The request for additional security coverage shall be provided in writing with at least twenty-four (24) hours notice to the contractor. The contractor shall provide the appropriate security personnel within twenty-four (24) hours unless otherwise directed by MPD. This coverage shall be billable at the contract rate as specified in section B: Services and Price.

**H.10.2** The CO will add new or delete current locations based on what is in the best interest of the District, based on the District's requirements.

## **H.11 HIPAA PRIVACY COMPLIANCE**

The Metropolitan Police Department (MPD) is a "Covered Entity" as that term is defined in the Privacy Rule and Hawk One Security, Inc., as a recipient of Protected Health Information from MPD, is a "Business Associate" as that term is defined in the Privacy Rule.

### **1. Definitions**

- a. *Business Associate* means a person or entity, who performs, or assists in the performance of a function or activity on behalf of a covered entity or an organized health care organization in which the covered entity participates, involving the use or disclosure of individually identifiable health information, other than in the capacity of a workforce member of such covered entity or organization. A business associate is also any person or organization that provides, other than in the capacity of a

workforce member of such covered entity, legal, actuarial, accounting, consulting, data aggregation, management, administration, accreditation, or financial services to or for the covered entity and receives individually identifiable health information from a covered entity or another business associate on behalf of a covered entity. In some instances, a covered entity may be a business associate of another covered entity.

- b. *Covered Entity* means a health plan, a health care clearinghouse, or a health care provider who transmits any health information in electronic form in connection with a transaction covered by 45 C.F.R. Parts 160 and 164 of the Privacy Rule. With respect to this HIPAA Compliance Clause, *Covered Entity* shall also include the designated health care components of a hybrid entity.
- c. *Data Aggregation* means, with respect to Protected Health Information created or received by a business associate in its capacity as the business associate of a covered entity, the combining of such Protected Health Information by the business associate with the Protected Health Information received by the business associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
- d. *Designated Record Set* means a group of records maintained by or for the Covered Entity that is:
  - i. The medical records and billing records about individuals maintained by or for a covered health care provider;
  - ii. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
  - iii. Used, in whole or in part, by or for the Covered Entity to make decisions about individuals.
- e. *Health Care* means care services, or services, or supplies related to the health of an individual. Health care includes, but is not limited to, the following:
  - i. Preventive, diagnostic, therapeutic, rehabilitative, maintenance, or palliative care, and counseling, service, assessment, or procedure with respect to the physical or mental condition, or functional status, of an individual or that affects the structure or function of the body; and
  - ii. Sale or dispensing of a drug, device, equipment, or other item in accordance with the prescription.
- f. *Health Care Components* means a component or a combination of components of a hybrid entity designated by a hybrid entity in accordance with 45 C.F.R. § 164.105(a)(2)(iii)(C). *Health Care Components* must include non-covered functions that provide services to the covered functions for the purpose of facilitating the sharing of Protected Health Information with such functions of the hybrid entity without business associate agreements or individual authorizations.
- g. *Health Care Operations* shall have the same meaning as the term "health care operations" in 45 C.F.R. § 164.501.
- h. *Hybrid Entity* means a single legal entity that is a covered entity and whose business activities include both covered and non-covered functions, and that designates health care components in accordance with 45 C.F.R. § 164.105(a)(2)(iii)(C). A *Hybrid*

*Entity* is required to designate as a health care component, any other components of the entity that provide services to the covered functions for the purpose of facilitating the sharing of Protected Health Information with such functions of the hybrid entity without business associate agreements or individual authorizations.

- i. *Record* shall mean any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for the Covered Entity.
- j. *Individual* shall have the same meaning as the term "individual" in 45 C.F.R. § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- k. *Individually Identifiable Health Information* is information that is a subset of health information, including demographic information collected from an individual, and;
  - i. Is created or received by a health care provider, health plan, employer, or health care clearinghouse; and
  - ii. Relates to the past, present, or future physical or mental health or condition of an individual; or the past, present, or future payment for the provision of health care to an individual; and
  - iii. That identifies the individual; or
  - iv. With respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- l. *Privacy Official*. The person designated by the District of Columbia, a *Hybrid Entity*, who is responsible for developing, maintaining, implementing and enforcing the District-wide Privacy Policies and Procedures, and for overseeing full compliance with this Manual, the Privacy Rules, and other applicable federal and state privacy law.
- m. *Privacy Officer*. The person designated by the Privacy Official or one of the District of Columbia's designated health care components, who is responsible for enforcing the provisions of this Manual as well as overseeing full compliance with the Covered Agency's Privacy Policies and Procedures, the Privacy Rules, and other applicable federal and state privacy law(s). The Covered Agency's privacy officer will follow the guidance of the District's Privacy Official, and shall be responsive to and report to the District's Privacy Official.
- n. *Privacy Rule*. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
- o. *Protected Health Information*. "Protected Health Information" means individually identifiable health information that is:
  - i. Transmitted by electronic media;
  - ii. Maintained in electronic media; or
  - iii. Transmitted or maintained in any other form or medium;
  - iv. Limited to the information created or received by the Business Associate from or on behalf of the Covered Entity;

- p. *Required By Law.* "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- q. *Secretary.* "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- r. *Workforce.* "Workforce" shall mean employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a covered entity or business associate, is under the direct control of such entity, whether or not they are paid by the covered entity or business associate.

## 2. Obligations and Activities of Business Associate

- a. The Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by this HIPAA Compliance Clause or as Required By Law.
- b. The Business Associate agrees to use commercially reasonable efforts and appropriate safeguards to maintain the security of the Protected Health Information and to prevent use or disclosure of such Protected Health Information other than as provided for by this Clause.
- c. The Business Associate agrees to establish procedures for mitigating, and to mitigate to the extent practicable, any deleterious effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Clause.
- d. The Business Associate agrees to report to Covered Entity, in writing, any use or disclosure of the Protected Health Information not permitted or required by this HIPAA Compliance Clause to the District Privacy Official or agency Privacy Officer within ten (10) days from the time the Business Associate becomes aware of such unauthorized use or disclosure.
- e. The Business Associate agrees to ensure that any workforce member or any agent, including a subcontractor, agrees to the same restrictions and conditions that apply through this Clause with respect to Protected Health Information received from the Business Associate, Protected Health Information created by the Business Associate, or Protected Health Information received by the Business Associate on behalf of the Covered Entity.
- f. The Business Associate agrees to provide access, at the request of the Covered Entity or an Individual, **at a mutually agreed upon location, during normal business hours, and in a format** [*delete bolded material and insert negotiated terms if applicable*] as directed by the District Privacy Official or agency Privacy Officer, or as otherwise mandated by the Privacy Rule or applicable District of Columbia laws, rules and regulations, to Protected Health Information in a Designated Record Set, to the Covered Entity or an Individual, in compliance with applicable portions of [*Insert Applicable Agency Access Policy*], attached hereto as Exhibit A and incorporated by reference, and within five (5) business days of the request to facilitate the District's compliance with the requirements under 45 C.F.R. §164.524.

- g. The Business Associate agrees to make any amendment(s) to the Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 in a format [*agency should insert appropriate terms for amendment if applicable*] or as directed by the District Privacy Official or agency Privacy Officer, or as otherwise mandated by the Privacy Rule or applicable District of Columbia laws, in compliance with applicable portions of [*Insert Applicable Agency Amendment Policy*], attached hereto as Exhibit B and incorporated by reference, and within five (5) business days of the directive in order to facilitate the District's compliance with the requirements under 45 C.F.R. §164.526.
- h. The Business Associate agrees to use the standard practices of the Covered Entity to verify the identification and authority of an Individual who requests the Protected Health Information in a Designated Record Set of a recipient of services from or through the Covered Entity. The Business Associate agrees to comply with the applicable portions of the [*Insert Applicable Agency Identity And Procedure Verification Policy*], attached hereto as Exhibit C and incorporated by reference.
- i. The Business Associate agrees to record authorizations and log such disclosures of Protected Health Information and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and applicable District of Columbia laws, rules and regulations. The Business Associate agrees to comply with the applicable portions of the [*Insert Applicable Agency Logging Disclosures for Accounting Policy*] attached hereto as Exhibit D and incorporated by reference.
- j. The Business Associate agrees to provide to the Covered Entity or an Individual, within five (5) business days of a request at a mutually agreed upon location, during normal business hours, and in a format designated [*delete bolded material and insert agency appropriate terms if applicable*] by the District Privacy Official or agency Privacy Officer and the duly authorized Business Associate workforce member, information collected in accordance with Paragraph (i) of this Section above, to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and applicable District of Columbia laws, rules and regulations. The Business Associate agrees to comply with the applicable portions of the [*Insert Applicable Agency Disclosure Accounting Policy*] attached hereto as Exhibit E and incorporated by reference.
- k. The Business Associate agrees to make internal practices, books, and records, including policies and procedures, and Protected Health Information, relating to the use and disclosure of Protected Health Information received from the Business Associate, or created, or received by the Business Associate on behalf of the Covered Entity, available to the Covered Entity, or to the Secretary, within five (5) business days of their request and at a mutually agreed upon location, during normal business hours, and in a format designated [*delete bolded material and insert negotiated terms if applicable*] by the District Privacy Official or agency Privacy Officer and the duly authorized Business Associate workforce member, or in a time and manner designated by the Secretary, for purposes of the Secretary in determining compliance of the Covered Entity with the Privacy Rule.
- l. The Business Associate may aggregate Protected Health Information in its possession with the Protected Health Information of other Covered Entities that

Business Associate has in its possession through its capacity as a Business Associate to said other Covered Entities provided that the purpose of such aggregation is to provide the Covered Entity with data analyses to the Health Care Operations of the Covered Entity. Under no circumstances may the Business Associate disclose Protected Health Information of one Covered Entity to another Covered Entity absent the explicit written authorization and consent of the Privacy Officer or a duly authorized workforce member of the Covered Entity.

- m. Business Associate may de-identify any and all Protected Health Information provided that the de-identification conforms to the requirements of 45 C.F.R. § 164.514(b). Pursuant to 45 C.F.R. § 164.502(d)(2), de-identified information does not constitute Protected Health Information and is not subject to the terms of this HIPAA Compliance Clause.

### 3. Permitted Uses and Disclosures by the Business Associate

- a. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Contract, provided that such use or disclosure would not violate the Privacy Rule if same activity were performed by the Covered Entity or would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that the disclosures are Required By Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used, or further disclosed, only as Required By Law, or for the purpose for which it was disclosed to the person; and the person notifies the Business Associate of any instances of which it has knowledge that the confidentiality of the information has been breached.
- d. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use Protected Health Information to provide Data Aggregation services to the Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- e. Business Associate may use Protected Health Information to report violations of the Law to the appropriate federal and District of Columbia authorities, consistent with 45 C.F.R. § 164.502(j)(1).

### 4. Additional Obligations of the Business Associate

- a. Business Associate shall submit a written report to the Covered Entity that identifies the files and reports that constitute the Designated Record Set of the Covered Entity. Business Associate shall submit said written report to the Privacy Officer no later than thirty (30) days after the commencement of the HIPAA Compliance Clause. In the event that Business Associate utilizes new files or reports which constitute the Designated Record Set, Business Associate shall notify the Covered Entity of said

event within thirty (30) days of the commencement of the file's or report's usage. The Designated Record Set file shall include, but not be limited to the identity of the following:

- i. Name of the Business Associate of the Covered Entity;
- ii. Title of the Report/File;
- iii. Confirmation that the Report/File contains Protected Health Information (Yes or No);
- iv. Description of the basic content of the Report/File;
- v. Format of the Report/File (Electronic or Paper);
- vi. Physical location of Report/File;
- vii. Name and telephone number of current member(s) of the workforce of the Covered Entity or other District of Columbia Government agency responsible for receiving and processing requests for Protected Health Information; and
- viii. Supporting documents if the recipient/personal representative has access to the Report/File.

5. Sanctions

Business Associate agrees that its workforce members, agents and subcontractors who violate the provisions of the Privacy Rules or other applicable federal or state privacy law will be subject to discipline in accordance with Business Associate's District Personnel Manual and applicable collective bargaining agreements. Business Associate agrees to impose sanctions consistent with Business Associate's personnel policies and procedures and applicable collective bargaining agreements with respect to persons employed by it. Members of the Business Associate Workforce who are not employed by Business Associate are subject to the policies and applicable sanctions for violation of this Manual as set forth in business associate agreements. In the event Business Associate imposes sanctions against any member of its workforce, agents and subcontractors for violation of the provisions of the Privacy Rules or other applicable federal or state privacy laws, the Business Associate shall inform the District Privacy Official or the agency Privacy Officer of the imposition of sanctions.

6. Obligations of the Covered Entity

- a. The Covered Entity shall notify the Business Associate of any limitation(s) in its Notice of Privacy Practices of the Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect the use or disclosure of Protected Health Information by the Business Associate.
- b. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to the use or disclosure of Protected Health Information, to the extent that such changes may affect the use or disclosure of Protected Health Information by the Business Associate.
- c. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such

restriction may affect the use or disclosure of Protected Health Information by the Business Associate.

7. Permissible Requests by Covered Entity

Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

8. Representations and Warranties.

The Business Associate represents and warrants to the Covered Entity:

- a. That it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to enter into this HIPAA Compliance Clause and it, its employees, agents, subcontractors, representatives and members of its workforce are licensed and in good standing with the applicable agency, board, or governing body to perform its obligations hereunder, and that the performance by it of its obligations under this HIPAA Compliance Clause has been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter or bylaws;
- b. That it, its employees, agents, subcontractors, representatives and members of its workforce are in good standing with the District of Columbia, that it, its employees, agents, subcontractors, representatives and members of its workforce will submit a letter of good standing from the District of Columbia, and that it, its employees, agents, subcontractors, representatives and members of its workforce have not been de-barred from being employed as a contractor by the federal government or District of Columbia;
- c. That neither the execution of this HIPAA Compliance Clause, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for its performance hereunder. The Business Associate represents and warrants to the Covered Entity that it will not enter into any agreement the execution or performance of which would violate or interfere with this HIPAA Compliance Clause;
- d. That it is not currently the subject of a voluntary or involuntary petition in bankruptcy, does not currently contemplate filing any such voluntary petition, and is not aware of any claim for the filing of an involuntary petition;
- e. That all of its employees, agents, subcontractors, representatives and members of its workforce, whose services may be used to fulfill obligations under this HIPAA Compliance Clause are or shall be appropriately informed of the terms of this HIPAA Compliance Clause and are under legal obligation to the Business Associate, by contract or otherwise, sufficient to enable the Business Associate to fully comply with all provisions of this HIPAA Compliance Clause; provided that modifications or limitations that the Covered Entity has agreed to adhere to with regard to the use and disclosure of Protected Health Information of any individual that materially affects or limits the uses and disclosures that are

otherwise permitted under the Privacy Rule will be communicated to the Business Associate, in writing, and in a timely fashion;

- f. That it will reasonably cooperate with the Covered Entity in the performance of the mutual obligations under this Agreement;
- g. That neither the Business Associate, nor its shareholders, members, directors, officers, agents, subcontractors, employees or members of its workforce have been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or District healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or District law (including without limitation following a plea of *nolo contendere* or participation in a first offender deferred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or District healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, District or local government agency, (d) the unlawful, manufacture, distribution, prescription or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. The Business Associate further agrees to notify the Covered Entity immediately after the Business Associate becomes aware that any of the foregoing representations and warranties may be inaccurate or may become incorrect.

#### 9. Term and Termination

- a. *Term.* The requirements of this HIPAA Compliance Clause shall be effective as of the date of the contract award, and shall terminate when all of the Protected Health Information provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is confidentially destroyed or returned to the Covered Entity within five (5) business days of its request, with the Protected Health Information returned in a format mutually agreed upon by and between the Privacy Official and/or Privacy Officer or his or her designee and the appropriate and duly authorized workforce member of the Business Associate; or, if it is infeasible to return or confidentially destroy the Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section and communicated to the Privacy Official or Privacy Officer or his or her designee.
- b. *Termination for Cause.* Upon the Covered Entity's knowledge of a material breach of this HIPAA Compliance Clause by the Business Associate, the Covered Entity shall either:
- i. Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Contract if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity;

- ii. Immediately terminate the Contract if the Business Associate breaches a material term of this HIPAA Compliance Clause and a cure is not possible; or
- iii. If neither termination nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

c. *Effect of Termination.*

- i. Except as provided in paragraph (ii) of this section, upon termination of the Contract, for any reason, the Business Associate shall return in a **mutually agreed upon format or confidentially destroy** [*delete bolded material and insert negotiated terms and conditions if applicable*] all Protected Health Information received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity within five (5) business days of termination. This provision shall apply to Protected Health Information that is in the possession of ALL subcontractors, agents or workforce members of the Business Associate. The Business Associate shall retain no copies of Protected Health Information in any media form.
- ii. In the event that the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make the return or confidential destruction infeasible. Upon determination by the agency Privacy Officer that the return or confidential destruction of the Protected Health Information is infeasible, the Business Associate shall extend the protections of this HIPAA Compliance Clause to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or confidential destruction infeasible, for so long as the Business Associate maintains such Protected Health Information. The obligations outlined in Section 2. Obligations and Activities of Business Associate will remain in force to the extent applicable.

10. Miscellaneous

- a. *Regulatory References.* A reference in this HIPAA Compliance Clause to a section in the Privacy Rule means the section as in effect or as amended.
- b. *Amendment.* The Parties agree to take such action as is necessary to amend this HIPAA Compliance Clause from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and HIPAA. Except for provisions required by law as defined herein, no provision hereof shall be deemed waived unless in writing and signed by duly authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any other right or remedy under this HIPAA Compliance Clause.
- c. *Survival.* The respective rights and obligations of the Business Associate under Section 9. Term and Termination of this HIPAA Compliance Clause and Sections 9 and 20 of the Standard Contract Provisions for use with the District of Columbia Government Supply and Services Contracts, effective April 2003, shall survive termination of the Contract.

- d. *Interpretation.* Any ambiguity in this HIPAA Compliance Clause shall be resolved to permit the Covered Entity to comply with applicable federal and District of Columbia laws, rules and regulations, and the Privacy Rule, and any requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable federal and District of Columbia laws, rules and regulations shall supersede the Privacy Rule if, and to the extent that they impose additional requirements, have requirements that are more stringent than or provide greater protection of patient privacy or the security or safeguarding of Protected Health Information than those of HIPAA and its Privacy Rule.

The terms of this HIPAA Compliance Clause amend and supplement the terms of the Contract, and whenever possible, all terms and conditions in this HIPAA Compliance Clause are to be harmonized. In the event of a conflict between the terms of the HIPAA Compliance Clause and the terms of the Contract, the terms of this HIPAA Compliance Clause shall control; provided, however, that this HIPAA Compliance Clause shall not supersede any other federal or District of Columbia law or regulation governing the legal relationship of the Parties, or the confidentiality of records or information, except to the extent that the Privacy Rule preempts those laws or regulations. In the event of any conflict between the provisions of the Contract (as amended by this HIPAA Compliance Clause) and the Privacy Rule, the Privacy Rule shall control.

- e. *No Third-Party Beneficiaries.* The Covered Entity and the Business Associate are the only parties to this HIPAA Compliance Clause and are the only parties entitled to enforce its terms. Except for the rights of Individuals, as defined herein, to access to and amendment of their Protected Health Information, and to an accounting of the uses and disclosures thereof, in accordance with Paragraphs (2)(f), (g) and (j), nothing in the HIPAA Compliance Clause gives, is intended to give, or shall be construed to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this HIPAA Compliance Clause.
- f. *Compliance with Applicable Law.* The Business Associate shall comply with all federal, District of Columbia laws, regulations, executive orders and ordinances, as they may be amended from time to time during the term of this HIPAA Compliance Clause and the Contract, to the extent they are applicable to this HIPAA Compliance Clause and the Contract.
- g. *Governing Law and Forum Selection.* This Contract shall be construed broadly to implement and comply with the requirements relating to the Privacy Rule, and other applicable laws and regulations. All other aspects of this Contract shall be governed under the laws of the District of Columbia. The Covered Entity and the Business Associate agree that all disputes which cannot be amicably resolved by the Covered Entity and the Business Associate regarding this HIPAA Compliance Clause shall be litigated by and before the District of Columbia Contract Appeals Board, the District of Columbia Court of Appeals, or the United States District Court for the District of Columbia having jurisdiction, as the case may be. The Covered Entity and the Business Associate expressly waive any and all rights to initiate litigation, arbitration, mediation, negotiations and/or similar proceedings outside the physical boundaries of the District of Columbia and expressly consent to the jurisdiction of the above tribunals.

- h. *Indemnification.* The Business Associate shall indemnify, hold harmless and defend the Covered Entity from and against any and all claims, losses, liabilities, costs, and other expenses incurred as a result or arising directly or indirectly out of or in connection with (a) any misrepresentation, breach of warranty or non-fulfillment of any undertaking of the Business Associate under this HIPAA Compliance Clause; and (b) any claims, demands, awards, judgments, actions and proceedings made by any person or organization, arising out of or in any way connected with the performance of the Business Associate under this HIPAA Compliance Clause.
- i. *Injunctive Relief.* Notwithstanding any rights or remedies under this HIPAA Compliance Clause or provided by law, the Covered Entity retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of Protected Health Information by the Business Associate, its workforce, any of its subcontractors, agents, or any third party who has received Protected Health Information from the Business Associate.
- j. *Assistance in litigation or administrative proceedings.* The Business Associate shall make itself and any agents, affiliates, subsidiaries, subcontractors or its workforce assisting the Business Associate in the fulfillment of its obligations under this HIPAA Compliance Clause and the Contract, available to the Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Covered Entity, its directors, officers or employees based upon claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy, except where the Business Associate or its agents, affiliates, subsidiaries, subcontractors or its workforce are a named adverse party.
- k. *Notices.* Any notices between the Parties or notices to be given under this HIPAA Compliance Clause shall be given in writing and delivered by personal courier delivery or overnight courier delivery, or by certified mail with return receipt requested, to the Business Associate or to the Covered Entity, to the addresses given for each Party below or to the address either Party hereafter gives to the other Party. Any notice, being addressed and mailed in the foregoing manner, shall be deemed given five (5) business days after mailing. Any notice delivered by personal courier delivery or overnight courier delivery shall be deemed given upon notice upon receipt.

If to the Business Associate, to

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Attention: \_\_\_\_\_

Fax: \_\_\_\_\_

If to the Covered Entity, to

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Attention: \_\_\_\_\_

Fax: \_\_\_\_\_

- l. *Headings.* Headings are for convenience only and form no part of this HIPAA Compliance Clause and shall not affect its interpretation.
- m. *Counterparts; Facsimiles.* This HIPAA Compliance Clause may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

- n. *Successors and Assigns.* The provisions of this HIPAA Compliance Clause shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns, if any.
- o. *Severance.* In the event that any provision of this HIPAA Compliance Clause is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this HIPAA Compliance Clause will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this HIPAA Compliance Clause fails to comply with the then-current requirements of the Privacy Rule, such party shall notify the other Party in writing, in the manner set forth in Section 10. Miscellaneous, Paragraph k. Notices. Within ten (10) business days from receipt of notice, the Parties shall address in good faith such concern and amend the terms of this HIPAA Compliance Clause, if necessary to bring it into compliance. If, after thirty (30) days, the HIPAA Compliance Clause fails to comply with the Privacy Rule, then either Party has the right to terminate this HIPAA Compliance Clause upon written notice to the other Party.
- p. *Independent Contractor.* The Business Associate will function as an independent contractor and shall not be considered an employee of the Covered Entity for any purpose. Nothing in this HIPAA Compliance Clause shall be interpreted as authorizing the Business Associate workforce, its subcontractor(s) or its agent(s) or employee(s) to act as an agent or representative for or on behalf of the Covered Entity.

*Entire Agreement.* This HIPAA Compliance Clause, as may be amended from time to time pursuant to Section 10. Miscellaneous, Paragraph b. Amendment, which incorporates by reference the Contract, and specific procedures from the District of Columbia Department of Health Privacy Policy Operations Manual, constitutes the entire agreement and understanding between the Parties and supersedes all prior oral and written agreements and understandings between them with respect to applicable District of Columbia and federal laws, rules and regulations, HIPAA and the Privacy Rule, and any rules, regulations, requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary.

**SECTION I****CONTRACT CLAUSES****I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated April 2003 are applicable to the contract(s) resulting from this solicitation.

**I.2 CONTRACTS THAT CROSS FISCAL YEARS**

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

**I.3 CONFIDENTIALITY OF INFORMATION**

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

**I.4 TIME**

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

**I.5 RESTRICTION ON DISCLOSURE AND USE OF DATA**

Offerors who include in their proposal data that they do not want disclosed to the public or used by the District Government except for use in the procurement process shall:

**1.5.1 Mark the title page with the following legend:**

"This proposal includes data that shall not be disclosed outside the District Government and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

**1.5.2 If however, a contract is awarded to this Offeror as a result of or in connection with the submission of this data, the District Government shall have the right to duplicate, use, or disclose the data to the extent consistent with the**

District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this data if it is obtained from another source. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets)."

**I.5.3** Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

## **I.6 RIGHTS IN DATA**

**I.6.1** "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

**I.6.2** The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

**I.6.3** The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

**I.6.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

- I.6.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.6.6** The District shall have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.6.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.6.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.6.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and
- I.6.6.4** Modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.6.7** The restricted rights set forth in section I.6.6 are of no effect unless
- (i) the data is marked by the Contractor with the following legend:

## RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. \_\_\_\_\_

With \_\_\_\_\_ (Contractor's Name) and

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

**I.6.8** In addition to the rights granted in Section I.6.9 below, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.6.9 below, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

**I.6.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use Section I.6 in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

**I.6.10** For all computer software furnished to the District with the rights specified in Section I.6.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.6.5. For all computer software furnished to the District with the restricted rights specified in Section I.6.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by the court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon

payment to the person in control of the source code the reasonable cost of making each copy.

**I.6.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

**I.6.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

## **I.7 OTHER CONTRACTORS**

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

## **I.8 SUBCONTRACTS**

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior, written consent of the CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District shall have the right to review and approve prior to its execution to the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

## **I.9 CONTINUITY OF SERVICES**

**I.9.1** The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District Government or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor shall meet the transition requirements set forth herein, including:

**I.9.1.1** Furnish phase-out, phase-in (transition) information; and

- I.9.1.2** Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

## **I.10 INDEMNIFICATION**

In addition to the obligations under the indemnification clause in the "Standard Contract Provision s," the Contractor shall indemnify and hold harmless the Government of the District of Columbia, the Metropolitan Police Department (MPD) and District of Columbia Public Schools (DCPS) and all its officers, agents and employees acting within the scope of their official duties against any and all assessments, fines or monetary penalties that may be imposed on the District of Columbia by order or judgment of any court of competent jurisdiction, or required pursuant to the terms of a consent order or consent decree or consent agreement, as a consequence or result of any act, omission or default or product and completed operation of the Contractor, its employees, agents or subcontractors in the performance of, or in connection with, any work required or performed under this contract.

## **I.11 INSURANCE**

- I.11.1** All insurance provided by the contractor, as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of insurance and Securities Regulation with a certificate of insurance to be delivered to the District's Contracting Officer within ten (10) days of contract award. The policies of insurance shall provide for at least thirty (30) days written notice to the District prior to their termination or material alteration.

### **I.11.1 Workers' Compensation**

The contractor shall carry workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this agreement. The Contractor agrees to comply at all times with the provisions of the worker's compensation laws of the District of Columbia.

### **I.11.2 Employer's Liability**

The contractor shall carry employer's liability of at least one million dollars (\$1,000,000.00).

**I.11.3 Automobile Liability**

Not less than one million dollars (\$1,000,000) in Business Automobile Liability for all owned, non-owned and hired vehicles used in connection with the performance of the contract.

**I.11.4 Crime**

Not less than one million dollars (\$1,000,000.00) Crime Insurance or equivalent covering all persons providing services, against loss by dishonesty, robbery, burglary, theft, destruction or disappearance and other related crime risk.

**I.11.5 Property**

Full Replacement Cost for all District government property under the care, custody and control of the contractor. Items to be covered shall be agreed upon between the contractor and the District government based on actual inventory.

**I.12 EQUAL EMPLOYMENT OPPORTUNITY**

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

**I.13 ORDER OF PRECEDENCE**

The order of precedence is the following:

- 1). Contract POFA-2005-D-0003 with attachments J.1 through J.11, incorporated herein at Section J;
- 2). District of Columbia Standard Contract Provisions incorporated herein;
- 3). Sections L and M of solicitation number POFA-2004-R-0004, incorporated by reference;
- 4). Contractor's Best and Final Offer dated April 18, 2005 (BAFO) incorporated by reference; and
- 5). Contractor's Technical and Price Proposals in response to Request for Proposals Nos. POFA-2004-R-0004 and 0005 dated, September 7, 2004, incorporated by reference.

**SECTION J****LIST OF ATTACHMENTS**

Attachment	Title
J.1	List of Locations
J.2	Wage Determination No. 1994-2103 Revision No. 33, dated March 10, 2005
J.3	Government of the District of Columbia Standard Contract Provisions for Use with the Supply and Service Contract, dated November 2004
J.4	First Source Employment Agreement
J.5	EEO Information
J.6	List of current Space & Equipment
J.7	List of DCPS Holiday Schedule
J.8	S.D.C.M.R Chapter 24 Student Rights and Responsibilities
J.9	List of Drugs for Testing
J.10	Child Safety Act
J.11	Cost/Price Disclosure Certificate

**J.1**

**LIST OF SECURITY SITES AND TIMES OF REQUIRED SERVICES**

Approved by \_\_\_\_\_

Attachment J-1: Security Sites and Times of Required Services

School	Contract # or 2	GENERAL INFORMATION										HOURS						SECURITY FEATURES						STAFFING			
		School Address	Zip Code	Swing Location	PSA	Type	Enrollment	DCPS Sector	MPO Risk Factor	Regular School Hours	Regular School Shifts	Special Activity Hours (estimated)	Regular Weeks	Summer School Hours	Summer School Shifts	Summer School Days	Metal Detector	Video	Alarm System	CCTV	X-RAY	Extensor Lighting	Exits	Security Officer (SO) / Special Police Officer (SPO)	Supervisory Special Police Officer (SSPO)	Total Security Officers	
<b>EDUCATION CENTERS</b>																											
Fletcher-Johnson	1	4650 BENNING RD SE	30308			ES	470	0	4	7:30-4:00		39	7:30-1:30, 1:00-7:00	2	28			FOCUS 200	28	YES			57				
Harris, Patricia R., EC	1	4600 UNGERSON RD SE	30308			ES	455	0	4	7:30-4:00		39	7:30-1:30, 1:00-7:00	2	28			FOCUS PANEL	28	YES			78				
Manalis	1	3100 FORT LINCOLN DR NE	30308			ES	327	1	2	7:30-4:00		39	7:30-1:30, 1:00-7:00	2	28			YES INFOG GRA 132 *	28	YES							
Manoff	1	5002 HAYES ST NE	30308			ES	488	0	2	7:30-4:00		39	7:30-1:30, 1:00-7:00	2	28			YES FOCUS PANEL	10			YES					
Takoma	1	7010 PINEY BRANCH RD NW	30308			ES	428	0	2	7:30-4:00		39	7:30-1:30, 1:00-7:00	2	28			YES FOCUS PANEL	14			YES					
Winton, EOC	1	3100 ERIC ST SE	30308			ES	528	6	2	7:30-4:00		39	7:30-1:30, 1:00-7:00	2	28			FOCUS 200	10								
<b>ELEMENTARY SCHOOLS</b>																											
Alton	1	2020 18TH ST NW	30308			ES	276	2		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	28			YES PENDING FOCUS	14								
Arndon	1	533 48TH PL NE	30308			ES	455	0	4	7:30-4:00		39	7:30-1:30, 1:00-7:00	2	28			YES PENDING FOCUS	14								
Bancroft	1	401 1ST SW	30308			ES	400	4		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	28			YES PENDING FOCUS	14								
Barnard	1	1755 NEWTON ST NW	30308			ES	487	2		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	28			YES ABM SILENT KNIGH	28			YES					
Beers	1	430 DECATUR ST NW	30308			ES	338	1		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	28			YES FOCUS PANEL	28								
Bennett	1	3000 ALABAMA AVE SE	30308			ES	439	0	2	7:30-4:00		39	7:30-1:30, 1:00-7:00	2	28			YES FOCUS PANEL	14								
Blinney	1	109 41ST ST NE	30308			ES	232	7		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	28			YES NONE	14								
Bowen	1	2501 MARTIN LUTHER KING JR AVE SE	30308			ES	483	5		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	28			YES ABM SILENT KNIGH	14			YES					
Brent	1	101 M ST SW	30308			ES	288	4		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	28			YES ABM SILENT KNIGH	14								
Brightwood	1	1300 JRD ST SE	30308			ES	288	4		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	28			YES FOCUS PANEL	14								
Brookland	1	1150 NICHOLSON ST NW	30308			ES	465	1		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	28			YES FOCUS 200	14								
Bruce Monroe	1	3012 GEORGIA AVE NW	30308			ES	301	1		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	28			YES PENDING FOCUS	14								
Burke-Hill	1	1481 MICHIGAN AVE NE	30308			ES	329	2		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	28			YES PENDING FOCUS	14								
Burroughs	1	1820 HOWARD ST NE	30308			ES	260	1		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	28			YES FOCUS PANEL	14			YES					
Clark	1	801 OXASDALE AVE NE	30308			ES	332	7		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	28			YES FOCUS PANEL	14								
Cleveland	1	4501 7TH ST NW	30308			ES	209	2		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	28			YES FOCUS PANEL	10								
Cook, J.F.	1	307 9TH NW	30308			ES	287	3		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	28			YES ABM SILENT KNIGH	14								
Cooke H.D.	1	2525 7TH ST NW	30308			ES	384	2		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	28			YES ABM SILENT KNIGH	14								
Davis	1	4430 W ST SE	30308			ES	323	5		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	28			YES INFOG GRA 132 *	14								
Decker	1	508 WAHLER PL SE	30308			ES	283	5		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	28			YES FOCUS PANEL	14								
Dray	1	5600 DAVIS ST NE	30308			ES	290	6		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	28			YES FOCUS PANEL	14								
Edwin	1	1301 LOWELL ST NW	30308			ES	411	6		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	28			YES FOCUS PANEL	14								
Emery	1	1720 1ST ST SE	30308			ES	357	3		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	28			YES FOCUS PANEL	14								
Finch	1	3899 11TH ST NE	30308			ES	267	4		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	28			YES ABM SILENT KNIGH	14			YES					
Finch	1	1618 30TH ST NW	30308			ES	357	3		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	28			YES ABM SILENT KNIGH	14								
Finch	1	2025 9TH ST NW	30308			ES	357	3		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	28			YES INFOG GRA 132 *	14								
Finch	1	1203 8TH ST NW	30308			ES	504	3		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	28			YES FOCUS PANEL	14								
Finch	1	1203 8TH ST NW	30308			ES	385	2		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	28			YES FOCUS PANEL	14								
Finch	1	1203 8TH ST NW	30308			ES	385	2		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	28			YES FOCUS PANEL	14								
Finch	1	1203 8TH ST NW	30308			ES	482	7		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	28			YES FOCUS PANEL	14								
Finch	1	1501 48TH ST NW	30308			ES	402	5		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	28			YES INFOG GRA 132 *	15								
Finch	1	301 13RD ST SE	30308			ES	501	6		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	28			YES FOCUS PANEL	14								
Finch	1	2503 7TH ST SE	30308			ES	148	9		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	28			YES FOCUS PANEL	14								
Finch	1	425 CHELSEA ST SE	30308			ES	549	5		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	28			YES NONE	20								
Finch	1	1100 50TH ST NE	30308			ES	345	7		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	28			YES INFOG GRA 132 *	14								
Finch	1	1100 50TH ST NE	30308			ES	183	8		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	28			YES FOCUS PANEL	14								
Finch	1	4130 ALEXANDER ST NW	30308			ES	479	6		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	28			YES PENDING 01	14								
Finch	1	1306 44TH ST NE	30308			ES	380	7		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	28			YES FOCUS PANEL	14								
Finch	1	1918 10TH ST SE	30308			ES	413	4		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	28			YES FOCUS PANEL	14								
Finch	1	5001 DANIA PL NW	30308			ES	234	8		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	28			YES NONE	20								
Finch	1	3318 HOWARD AVE SE	30308			ES	413	4		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	28			YES INFOG GRA 132 *	14								
Finch	1	3306 8TH ST SE	30308			ES	454	5		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	28			YES FOCUS 200	14								
Finch	1	5701 BRADDOCK BRANCH RD NW	30308			ES	537	8		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	28			YES FOCUS PANEL	14			YES					
Finch	1	1808 EVARTS ST NE	30308			ES	408	5		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	28			YES INFOG GRA 132 *	14								
Finch	1	301 ANDROS RD NE	30308			ES	302	5		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	28			YES PENDING 01	14								
Finch	1	301 ANDROS RD NE	30308			ES	302	5		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	28			YES PENDING 01	14								
Finch	1	301 ANDROS RD NE	30308			ES	315	6		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	28			YES ABM SILENT KNIGH	14								
Finch	1	301 ANDROS RD NE	30308			ES	272	7		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	28			YES INFOG GRA 132 *	10								
Finch	1	1351 ALABAMA AVE SE	30308			ES	534	6		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	28			YES INFOG GRA 132 *	14			YES					
Finch	1	440 NEWARK ST NW	30308			ES	228	8		7:30-4:00		39	7:30-1:30, 1:00-7:00	2	28			YES NONE	14								
Finch	1	1200 CONSTITUTION AVE NE	30308			ES	288	7		7:30-4:00		39	7:30-1:30, 1:00														

Attachment J-1: Security Sites and Times of Required Services

School	Contract 1 of 2	GENERAL INFORMATION				HOURS				SECURITY FEATURES					STAFFING											
		School Address	Zip Code	Swing Location	PSA	Type	Enrollment	DCPS Sector	MPD Risk Factor	Regular School Hours	Regular School Shifts	Special Activity Hours (estimated)	Regular Weeks	Summer School Hours	Summer School Shifts	Summer School Days	Video	Alarm System	CCTV	X-RAY	Exterior Lighting	Exits	Security Officer (SO) / Special Police Officer (SPO)	Supervisory Special Police Officer (SSPO)	Total Security Officers	
Miner	1	401 15TH ST NE	20002		103	ES	508	7	3	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	YES	FOCUS PANEL	28							
Montgomery	2	421 P ST NW	20001		308	ES	265	3	3	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	YES	ABM SILENT KNIG	18							
Mullen	1	1565 MORRIS RD SE	20020		703	ES	390	4	4	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	YES	ABM SILENT KNIG	14							
March	1	4810 36TH ST NW	20008		203	ES	488	8	8	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	YES	PENDING 01	14							
Naille	1	219 50TH ST SE	20019		604	ES	358	7	7	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	YES	FOCUS 200	14							
Novels	1	1401 BRENTWOOD RD NE	20002		502	ES	194	3	3	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	YES	FOCUS PANEL	28							
Orr	1	2200 MINNESOTA AVE SE	20020		605	ES	423	6	6	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	YES	PENDING 01	14							
Oyster	1	2801 CALVERT ST NW	20008		302	ES	346	2	2	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	YES	FOCUS 200	28							
Park View	1	3560 WARDER ST NW	20010		708	ES	235	4	4	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	YES	FOCUS PANEL	14							
Parkinson	1	4600 LIVINGSTON RD SE	20032		103	ES	298	6	6	7:30-4:00		7:00-10:00	39				YES	FOCUS PANEL	14							
Payton	1	305 15TH ST NE	20003		102	ES	154	7	7	7:30-4:00		7:00-10:00	39				YES	ABM SILENT KNIG	14							
Peabody	1	4801 TEXAS AVE SE	20019		604	ES	360	6	6	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	YES	FOCUS 200	14							
Phelan	1	1500 UPSHUR ST NW	20011		604	ES	318	1	1	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	YES	HOLD (CONSIST)	28							
Randall Highlands	1	1650 30TH ST SE	20020		605	ES	403	6	6	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	YES	ABM SILENT KNIG	15							
Raymond	1	113 SPRING RD NW	20010		404	ES	403	2	2	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	YES	INFO CG GRA 132 *	14							
Reed	1	301 DOUGLAS ST NE	20020		301	ES	413	7	7	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	YES	FOCUS PANEL	14							
Shepherd	1	1800 14TH ST NW	20032		502	ES	241	7	7	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	YES	PENDING 01	14							
Simon	1	401 MISSISSIPPI AVE SE	20032		502	ES	396	3	3	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	YES	FOCUS PANEL	14							
Stowe	1	144 JACKSON ST NE	20017		602	ES	244	6	6	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	YES	FOCUS PANEL	14							
Tennell	1	128 H ST NE	20028		308	ES	184	2	2	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	YES	FOCUS PANEL	14							
Ross	1	529 340 ST NW	20011		403	ES	488	5	5	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	YES	FOCUS PANEL	14							
Rough	1	260 SHANNON PL SE	20020		307	ES	427	3	3	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	YES	FOCUS 200	14							
Shady	1	1800 10TH ST NW	20001		604	ES	161	6	6	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	YES	FOCUS 200	14							
Sheldon	1	5801 EAST CAPITOL ST	20019		501	ES	307	3	3	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	YES	ABM SILENT KNIG	14							
Shedd	1	301 DOUGLAS ST NE	20020		601	ES	351	8	8	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	YES	INFO CG GRA 132 *	14							
Shepherd	1	1800 14TH ST NW	20032		502	ES	396	3	3	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	YES	FOCUS PANEL	14							
Shaw	1	401 MISSISSIPPI AVE SE	20032		502	ES	396	3	3	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	YES	PENDING 01	14							
Shaw	1	144 JACKSON ST NE	20017		602	ES	244	6	6	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	YES	FOCUS PANEL	14							
Shaw	1	4400 BROAD ST SE	20020		702	ES	578	6	6	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	YES	FOCUS PANEL	14							
Shaw	1	2701 HAYTOR RD SE	20020		308	ES	283	2	2	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	YES	FOCUS PANEL	14							
Shaw	1	1050 21ST ST NW	20008		308	ES	283	2	2	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	YES	FOCUS PANEL	14							
Shaw	1	4001 CALVERT ST NW	20007		705	ES	213	8	8	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	YES	ABM SILENT KNIG	14							
Shaw	1	3301 WHEELER RD SE	20002		705	ES	284	5	5	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	YES	FOCUS 200	14							
Shaw	1	650 ANNACOSTIA AVE NE	20019		601	ES	387	7	7	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	YES	FOCUS PANEL	14							
Shaw	1	215 G ST NE	20002		102	ES	285	2	2	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	YES	FOCUS PANEL	14							
Shaw	1	800 INGRAM ST NW	20011		403	ES	422	1	1	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	YES	FOCUS PANEL	14							
Shaw	1	3101 13TH ST NW	20010		302	ES	590	2	2	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	YES	INFO CG GRA 132 *	20							
Shaw	1	3284 STANTON RD SE	20020		704	ES	484	5	5	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	YES	INFO CG GRA 132 *	14							
Shaw	1	1001 G ST SE	20003		105	ES	177	4	4	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	YES	ABM SILENT KNIG	14							
Shaw	1	1130 5TH ST SE	20003		105	ES	177	4	4	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	YES	INFO CG GRA 132 *	14							
Shaw	1	1001 G ST SE	20003		105	ES	177	4	4	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	YES	FOCUS PANEL	14							
Shaw	1	420 12TH ST SE	20001		106	ES	505	4	4	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	YES	FOCUS 200	14							
Shaw	1	1375 MOUNT OLIVER RD NE	20002		504	ES	498	7	7	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	YES	INFO CG GRA 132 *	14							
Shaw	1	1375 MOUNT OLIVER RD NE	20002		504	ES	498	7	7	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	YES	FOCUS 200	14							
Shaw	1	1299 NEAL ST NE	20002		504	ES	265	3	3	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	YES	FOCUS PANEL	14							
Shaw	1	6201 5TH ST NW	20011		402	ES	433	8	8	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	YES	FOCUS PANEL	14							
Shaw	1	2330 POMEROY RD SE	20020		703	ES	497	5	5	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	YES	FOCUS PANEL	14							
Shaw	1	8601 K ST NE	20002		102	ES	415	3	3	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	YES	FOCUS PANEL	14							
Shaw	1	629 28TH ST NE	20002		102	ES	428	7	7	7:30-4:00		7:00-10:00	39	7:30-1:30, 1:00-7:00	2	26	YES	FOCUS PANEL	14							
<b>JUNIOR HIGH SCHOOLS</b>																										
Brown	2	660 28TH ST NE	20002		504	JHS	509	7	3	7:30-4:00		7:00-10:30	39	7:30-1:30, 1:00-7:00	1	28	1	FOCUS 200	28	YES						
Deal	2	3816 FORT DR NW	20001		202	JHS	840	8	1	7:30-4:00		7:00-10:30	39	7:30-1:30, 1:00-7:00	1	28	1	FOCUS 200	28	YES						
Deal	2	2830 CONSTITUTION AVE NE	20010		103	JHS	333	7	2	7:30-4:00		7:00-10:30	39	7:30-1:30, 1:00-7:00	2	28</										





3/31/05

94-2103 DC, DISTRICT-WIDE

WAGE DETERMINATION NO: 94-2103 REV (33) AREA: DC, DISTRICT-WIDE

HEALTH AND WELFARE LEVEL - INSURANCE ONLY \*\*OTHER WELFARE LEVEL WD:94-2104

\*\*\*\*\*

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

William W. Gross                      Division of  
Director                                  Wage Determinations

Wage Determination No.: 1994-2103  
Revision No.: 33  
Date Of Revision: 03/10/2005

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	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	12.16
01012 - Accounting Clerk II	12.86
01013 - Accounting Clerk III	14.89
01014 - Accounting Clerk IV	16.65
01030 - Court Reporter	17.02
01050 - Dispatcher, Motor Vehicle	16.50
01060 - Document Preparation Clerk	12.75
01070 - Messenger (Courier)	10.23
01090 - Duplicating Machine Operator	12.75
01110 - Film/Tape Librarian	15.10
01115 - General Clerk I	11.68
01116 - General Clerk II	13.72
01117 - General Clerk III	15.32
01118 - General Clerk IV	18.74
01120 - Housing Referral Assistant	19.30
01131 - Key Entry Operator I	12.67
01132 - Key Entry Operator II	13.82
01191 - Order Clerk I	14.74
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	13.05
01262 - Personnel Assistant (Employment) II	15.10
01263 - Personnel Assistant (Employment) III	17.02
01264 - Personnel Assistant (Employment) IV	19.60
01270 - Production Control Clerk	18.89
01290 - Rental Clerk	15.42
01300 - Scheduler, Maintenance	15.26
01311 - Secretary I	16.11
01312 - Secretary II	17.31

01313 - Secretary III	19.30
01314 - Secretary IV	21.45
01315 - Secretary V	23.75
01320 - Service Order Dispatcher	15.82
01341 - Stenographer I	15.15
01342 - Stenographer II	16.47
01400 - Supply Technician	21.45
01420 - Survey Worker (Interviewer)	16.43
01460 - Switchboard Operator-Receptionist	12.06
01510 - Test Examiner	17.31
01520 - Test Proctor	17.31
01531 - Travel Clerk I	11.63
01532 - Travel Clerk II	12.49
01533 - Travel Clerk III	13.41
01611 - Word Processor I	12.75
01612 - Word Processor II	15.10
01613 - Word Processor III	17.02
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	15.10
03041 - Computer Operator I	15.10
03042 - Computer Operator II	17.02
03043 - Computer Operator III	18.89
03044 - Computer Operator IV	21.09
03045 - Computer Operator V	23.35
03071 - Computer Programmer I (1)	19.64
03072 - Computer Programmer II (1)	23.33
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	15.10
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	22.73
05010 - Automotive Glass Installer	17.88
05040 - Automotive Worker	17.88
05070 - Electrician, Automotive	18.95
05100 - Mobile Equipment Servicer	15.69
05130 - Motor Equipment Metal Mechanic	19.98
05160 - Motor Equipment Metal Worker	17.88
05190 - Motor Vehicle Mechanic	20.07
05220 - Motor Vehicle Mechanic Helper	16.81
05250 - Motor Vehicle Upholstery Worker	17.88
05280 - Motor Vehicle Wrecker	17.88
05310 - Painter, Automotive	18.95
05340 - Radiator Repair Specialist	17.88
05370 - Tire Repairer	14.43
05400 - Transmission Repair Specialist	19.98
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.91
07010 - Baker	12.25
07041 - Cook I	11.53
07042 - Cook II	12.79
07070 - Dishwasher	9.76
07130 - Meat Cutter	16.07
07250 - Waiter/Waitress	8.59
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	18.05
09040 - Furniture Handler	12.55
09070 - Furniture Refinisher	18.05

09100 - Furniture Refinisher Helper	13.85
09110 - Furniture Repairer, Minor	16.01
09130 - Upholsterer	18.05
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.67
11060 - Elevator Operator	9.79
11090 - Gardener	14.27
11121 - House Keeping Aid I	9.97
11122 - House Keeping Aid II	10.77
11150 - Janitor	10.12
11210 - Laborer, Grounds Maintenance	11.65
11240 - Maid or Houseman	9.97
11270 - Pest Controller	12.49
11300 - Refuse Collector	11.69
11330 - Tractor Operator	14.00
11360 - Window Cleaner	10.51
12000 - Health Occupations	
12020 - Dental Assistant	16.90
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	15.83
12071 - Licensed Practical Nurse I	15.86
12072 - Licensed Practical Nurse II	17.79
12073 - Licensed Practical Nurse III	19.92
12100 - Medical Assistant	12.94
12130 - Medical Laboratory Technician	16.32
12160 - Medical Record Clerk	14.96
12190 - Medical Record Technician	16.47
12221 - Nursing Assistant I	9.32
12222 - Nursing Assistant II	10.48
12223 - Nursing Assistant III	11.94
12224 - Nursing Assistant IV	13.40
12250 - Pharmacy Technician	13.02
12280 - Phlebotomist	13.40
12311 - Registered Nurse I	24.92
12312 - Registered Nurse II	29.47
12313 - Registered Nurse II, Specialist	29.47
12314 - Registered Nurse III	35.65
12315 - Registered Nurse III, Anesthetist	35.65
12316 - Registered Nurse IV	42.73
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	20.85
13011 - Exhibits Specialist I	17.98
13012 - Exhibits Specialist II	23.33
13013 - Exhibits Specialist III	28.07
13041 - Illustrator I	18.73
13042 - Illustrator II	23.42
13043 - Illustrator III	28.82
13047 - Librarian	24.54
13050 - Library Technician	17.18
13071 - Photographer I	14.67
13072 - Photographer II	17.18
13073 - Photographer III	21.52
13074 - Photographer IV	26.05
13075 - Photographer V	29.15
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.71
15030 - Counter Attendant	8.71
15040 - Dry Cleaner	10.94
15070 - Finisher, Flatwork, Machine	8.71
15090 - Presser, Hand	8.71
15100 - Presser, Machine, Drycleaning	8.71

15130 - Presser, Machine, Shirts	8.71
15160 - Presser, Machine, Wearing Apparel, Laundry	8.71
15190 - Sewing Machine Operator	11.73
15220 - Tailor	12.43
15250 - Washer, Machine	9.31
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	18.95
19040 - Tool and Die Maker	23.05
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	19.38
21020 - Material Coordinator	19.05
21030 - Material Expediter	19.05
21040 - Material Handling Laborer	11.50
21050 - Order Filler	13.21
21071 - Forklift Operator	16.04
21080 - Production Line Worker (Food Processing)	15.93
21100 - Shipping/Receiving Clerk	13.15
21130 - Shipping Packer	13.15
21140 - Store Worker I	9.06
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.05
21210 - Tools and Parts Attendant	16.99
21400 - Warehouse Specialist	16.04
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	22.24
23040 - Aircraft Mechanic Helper	14.71
23050 - Aircraft Quality Control Inspector	23.43
23060 - Aircraft Servicer	17.82
23070 - Aircraft Worker	18.09
23100 - Appliance Mechanic	18.95
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	24.68
23130 - Carpenter, Maintenance	18.95
23140 - Carpet Layer	17.80
23160 - Electrician, Maintenance	22.59
23181 - Electronics Technician, Maintenance I	19.42
23182 - Electronics Technician, Maintenance II	21.92
23183 - Electronics Technician, Maintenance III	23.87
23260 - Fabric Worker	16.61
23290 - Fire Alarm System Mechanic	19.98
23310 - Fire Extinguisher Repairer	15.69
23340 - Fuel Distribution System Mechanic	21.05
23370 - General Maintenance Worker	17.28
23400 - Heating, Refrigeration and Air Conditioning Mechanic	20.37
23430 - Heavy Equipment Mechanic	19.98
23440 - Heavy Equipment Operator	20.76
23460 - Instrument Mechanic	19.98
23470 - Laborer	14.27
23500 - Locksmith	18.95
23530 - Machinery Maintenance Mechanic	20.51
23550 - Machinist, Maintenance	21.52
23580 - Maintenance Trades Helper	14.54
23640 - Millwright	21.85
23700 - Office Appliance Repairer	18.95
23740 - Painter, Aircraft	21.29
23760 - Painter, Maintenance	18.95
23790 - Pipefitter, Maintenance	22.76
23800 - Plumber, Maintenance	20.99
23820 - Pneudraulic Systems Mechanic	19.98
23850 - Rigger	19.98
23870 - Scale Mechanic	17.88

23890	- Sheet-Metal Worker, Maintenance	19.98
23910	- Small Engine Mechanic	20.05
23930	- Telecommunication Mechanic I	22.21
23931	- Telecommunication Mechanic II	23.41
23950	- Telephone Lineman	22.21
23960	- Welder, Combination, Maintenance	19.98
23965	- Well Driller	19.98
23970	- Woodcraft Worker	19.98
23980	- Woodworker	15.32
24000	- Personal Needs Occupations	
24570	- Child Care Attendant	11.58
24580	- Child Care Center Clerk	16.15
24600	- Chore Aid	9.29
24630	- Homemaker	16.75
25000	- Plant and System Operation Occupations	
25010	- Boiler Tender	22.57
25040	- Sewage Plant Operator	19.52
25070	- Stationary Engineer	22.57
25190	- Ventilation Equipment Tender	15.24
25210	- Water Treatment Plant Operator	19.72
27000	- Protective Service Occupations	
(not set)	- Police Officer	23.19
27004	- Alarm Monitor	16.79
27006	- Corrections Officer	18.10
27010	- Court Security Officer	20.72
27040	- Detention Officer	18.29
27070	- Firefighter	20.97
27101	- Guard I	11.51
27102	- Guard II	15.16
28000	- Stevedoring/Longshoremen Occupations	
28010	- Blocker and Bracer	19.89
28020	- Hatch Tender	19.89
28030	- Line Handler	19.89
28040	- Stevedore I	18.71
28050	- Stevedore II	21.11
29000	- Technical Occupations	
29150	- Graphic Artist	22.81
29010	- Air Traffic Control Specialist, Center (2)	32.70
29011	- Air Traffic Control Specialist, Station (2)	22.54
29012	- Air Traffic Control Specialist, Terminal (2)	24.82
29023	- Archeological Technician I	15.78
29024	- Archeological Technician II	17.58
29025	- Archeological Technician III	21.94
29030	- Cartographic Technician	23.33
29035	- Computer Based Training (CBT) Specialist/ Instructor	31.26
29040	- Civil Engineering Technician	22.19
29061	- Drafter I	14.31
29062	- Drafter II	16.57
29063	- Drafter III	18.53
29064	- Drafter IV	23.33
29081	- Engineering Technician I	17.67
29082	- Engineering Technician II	19.84
29083	- Engineering Technician III	22.54
29084	- Engineering Technician IV	27.49
29085	- Engineering Technician V	33.62
29086	- Engineering Technician VI	40.67
29090	- Environmental Technician	21.22
29100	- Flight Simulator/Instructor (Pilot)	36.95
29160	- Instructor	26.54
29210	- Laboratory Technician	18.56

10% +  
10% +

29240 - Mathematical Technician	23.70
29361 - Paralegal/Legal Assistant I	20.03
29362 - Paralegal/Legal Assistant II	24.82
29363 - Paralegal/Legal Assistant III	30.35
29364 - Paralegal/Legal Assistant IV	36.73
29390 - Photooptics Technician	23.33
29480 - Technical Writer	28.55
29491 - Unexploded Ordnance (UXO) Technician I	20.78
29492 - Unexploded Ordnance (UXO) Technician II	25.14
29493 - Unexploded Ordnance (UXO) Technician III	30.13
29494 - Unexploded (UXO) Safety Escort	20.78
29495 - Unexploded (UXO) Sweep Personnel	20.78
29620 - Weather Observer, Senior. (3)	21.32
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	18.30
29622 - Weather Observer, Upper Air (3)	18.30
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	15.95
31260 - Parking and Lot Attendant	8.62
31290 - Shuttle Bus Driver	13.45
31300 - Taxi Driver	12.71
31361 - Truckdriver, Light Truck	13.89
31362 - Truckdriver, Medium Truck	17.09
31363 - Truckdriver, Heavy Truck	18.40
31364 - Truckdriver, Tractor-Trailer	18.40
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	10.47
99030 - Cashier	9.82
99041 - Carnival Equipment Operator	12.35
99042 - Carnival Equipment Repairer	13.30
99043 - Carnival Worker	8.31
99050 - Desk Clerk	9.78
99095 - Embalmer	19.79
99300 - Lifeguard	10.92
99310 - Mortician	24.77
99350 - Park Attendant (Aide)	13.71
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.12
99500 - Recreation Specialist	16.99
99510 - Recycling Worker	15.47
99610 - Sales Clerk	11.08
99620 - School Crossing Guard (Crosswalk Attendant)	11.37
99630 - Sport Official	11.24
99658 - Survey Party Chief (Chief of Party)	18.39
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	17.48
99660 - Surveying Aide	11.43
99690 - Swimming Pool Operator	13.93
99720 - Vending Machine Attendant	10.73
99730 - Vending Machine Repairer	13.93
99740 - Vending Machine Repairer Helper	11.34

*\$ 2.87 Doc letter of May 20, 2005*

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a 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 PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) 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.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

**Source of Occupational Title and Descriptions:**

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

**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) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order (proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), 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.

J.3

**STANDARD CONTRACT PROVISIONS**

**GOVERNMENT OF THE DISTRICT OF COLUMBIA**

**STANDARD CONTRACT PROVISIONS**

**FOR USE WITH**

**DISTRICT OF COLUMBIA GOVERNMENT  
SUPPLIES AND SERVICES CONTRACTS**

**November 2004**

**OFFICE OF CONTRACTING AND PROCUREMENT**

**ROOM 700 SOUTH**

**441 4<sup>th</sup> STREET, NW**

**WASHINGTON, D.C. 20001**

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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.

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.

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.

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.

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, 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.
- (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.

November (2004)

- (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 or otherwise not in conformity with contract requirements. The District may reject nonconforming supplies with or without disposition instructions.
  - (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 discovered before acceptance. Acceptance shall be conclusive, except for latent defects, 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 nonconforming 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.

**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 cannot be 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.
- (f) If the Contractor fails to promptly perform the services again or take the necessary action 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 that is directly related to the performance of such services, or (2) terminate the contract for default.

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7. **Waiver:**

The waiver of any breach of the contract will not constitute a waiver of any subsequent breach thereof, or a waiver of the contract.

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.

**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

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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.

**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.

**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."

**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.

**13. District Employees Not To Benefit:**

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.

**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 District.

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 District arising under or relating to a contract shall be in writing and shall be submitted to the Contracting Officer for a decision. The contractor's claim shall contain at least the following:
  - (1) A description of the claim and the amount in dispute;
  - (2) Any data or other information in support of the claim;
  - (3) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
  - (4) The Contractor's request for relief or other action by the Contracting Officer.
- (b) The Contracting Officer may meet with the Contractor in a further attempt to resolve the claim by agreement.

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- (c) For any claim of \$50,000 or less, the Contracting Officer shall issue a decision within sixty (60) days from receipt of a written request from a Contractor that a decision be rendered within that period.
- (d) For any claim over \$50,000, the Contracting Officer shall issue a decision within ninety (90) days of receipt of the claim. Whenever possible, the Contracting Officer shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
- (e) The Contracting Officer's written decision shall do the following:
  - (1) Provide a description of the claim or dispute;
  - (2) Refer to the pertinent contract terms;
  - (3) State the factual areas of agreement and disagreement;
  - (4) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
  - (5) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
  - (6) Indicate that the written document is the contracting officer's final decision; and
  - (7) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (f) Any failure by the Contracting Officer to issue a decision on a contract claim within the required time period will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as authorized by D.C. Official Code § 2-309.04.
- (g)
  - (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 District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim.
  - (2) Liability under paragraph (g)(1) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- (h) 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 as authorized by D. C. Official Code § 2-309.04.
- (i) 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 District against a Contractor

- (a) Claim as used in Section C of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to 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.
- (b)
  - (1) All claims by the District against a Contractor arising under or relating to a contract shall be decided by the Contracting Officer.
  - (2) The Contracting Officer shall send written notice of the claim to the Contractor. The Contracting Officer's written decision shall do the following:
    - (a) Provide a description of the claim or dispute;
    - (b) Refer to the pertinent contract terms;
    - (c) State the factual areas of agreement and disagreement;
    - (d) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
    - (e) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
    - (f) Indicate that the written document is the Contracting Officer's final decision; and
    - (g) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
  - (3) The decision shall be supported by reasons and shall inform the Contractor of its rights as provided herein.
  - (4) The authority contained in this clause shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle, or determine.
  - (5) This clause shall not authorize the Contracting Officer to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) 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 as authorized by D.C. Official Code §2-309.04.
- (d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

**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.

**16. 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.

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- (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.
  - (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 ninety (90) 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 one year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this one year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after one year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due to the Contractor because of the termination and shall pay the amount determined.
  - (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 requested 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.

**17. Recovery Of Debts Owed The District:**

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

**18. 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.

**19. Non-Discrimination Clause:**

- (a) The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, 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 and Mayor's Order 2002-175 (10/23/02), 49 DCR 9883, 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, familial status, family responsibilities, disability, matriculation, political affiliation, 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, familial status, family responsibilities, disability, matriculation, political affiliation, 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.

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**20. Definitions:**

The terms Mayor, Chief Procurement Officer, Contract Appeals Board and District will mean the Mayor of the District of Columbia, the Chief Procurement Officer of the District of Columbia or his/her alternate, the Contract Appeals Board of the District of Columbia, and the Government of the District of Columbia respectively. If the Contractor is an individual, the term Contractor shall mean the Contractor, his heirs, his executor and his administrator. If the Contractor is a corporation, the term Contractor shall mean the Contractor and its successor.

**21. 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.

**22. 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.

**23. Buy American Act:**

- (a) The Buy American Act (41 U.S.C. 10a) provides that the District give preference to domestic end products.

"Components," as used in this clause, means those articles, materials, and supplies incorporated directly into the end products.

"Domestic end product," as used in this clause, means, (1) an unmanufactured end product mined or produced in the United States, or (2) an end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States, exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the products referred to in paragraphs (b)(2) or (3) of this clause shall be treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

"End products," as used in this clause, means those articles, materials, and supplies to be acquired for public use under this contract.

- (b) The Contractor shall deliver only domestic end products, except those-
- (1) For use outside the United States;
  - (2) That the District determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality;
  - (3) For which the District determines that domestic preference would be inconsistent with the public interest; or

- (4) For which the District determines the cost to be unreasonable.

24. 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;

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- (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 under working 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.

**25. 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. By entering into this contract or submitting this offer, the Contractor or offeror certifies 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 or offer.
- (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;

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- (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;
  - (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.

**26. Multivear 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.

**27. 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.

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**FIRST SOURCE EMPLOYMENT AGREEMENT**

**FIRST SOURCE EMPLOYMENT AGREEMENT**

Contract Number: POFA-2004-R-000440035  
 Contract Amount: \$ 14,000,000  
 Project Name: HAWK ONE Security Inc  
 Project Address: 3127 MLK AVE SE Ward: 8  
 Nonprofit Organization: (Yes) \_\_\_\_\_ (No) X

This First Source Employment Agreement, in accordance with D. C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 for recruitment, referral, and placement of District of Columbia residents, is between the District of Columbia Department of Employment Services, hereinafter referred to as DOES, and HAWK ONE Security Inc hereinafter, referred to as EMPLOYER. Under this Employment Agreement, the EMPLOYER will use DOES as its first source for recruitment, referral, and placement of new hires or employees for the new jobs created by this project and will hire 51% District of Columbia residents for all new jobs created, as well, as 51% of apprentices employed in connection with the project shall be District residents registered in programs approved by the District of Columbia Apprenticeship Council.

**I. GENERAL TERMS**

- A. The EMPLOYER will use DOES as its first source for the recruitment, referral and placement of employees.
- B. The EMPLOYER shall require all contractors and subcontractors, with contracts totaling \$100,000 or more, to enter into a First Source Employment Agreement with DOES.
- C. DOES will provide recruitment, referral and placement services to the EMPLOYER subject to the limitations set out in this Agreement.
- D. DOES participation in this Agreement will be carried out by the Office of the Director, with the Office of Employer Services, which is responsible for referral and placement of employees, or such other offices or divisions designated by DOES.

- E. This Agreement shall take effect when signed by the parties below and shall be fully effective for the duration of the contract and any extensions or modifications to the contract.
- F. This Agreement shall not be construed as an approval of the EMPLOYER'S bid package, bond application, lease agreement, zoning application, loan, or contract/subcontract.
- G. DOES and the EMPLOYER agree that for purposes of this Agreement, new hires and jobs created (both union and nonunion) include all EMPLOYER'S job openings and vacancies in the Washington Standard Metropolitan Statistical Area created 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.
- H. For purposes of this Agreement, apprentices as defined in D.C. Law 2-156 are included.
- I. The EMPLOYER shall register an apprenticeship program with the D.C. Apprenticeship Council for construction or renovation contracts or subcontracts totaling \$500,000 or more. This includes any construction or renovation contract or subcontract signed as the result of, but is not limited to, a loan, bond, grant, Exclusive Right Agreement, street or alley closing, or a leasing agreement of real property for one (1) year or more.
- J. All contractors who contract with the Government of the District of Columbia to perform information technology work with a single contract or cumulative contracts of at least \$500,000, let within any twelve (12) month period shall be required to register an apprenticeship program with the District of Columbia Apprenticeship Council.
- K. The term "information technology work" shall include, but is not limited to, the occupations of computer programmer, programmer analyst, desktop specialist, technical support specialist, database specialist, network support specialist, and any other related occupations as the District of Columbia Apprenticeship Council may designate by regulation.

## II. RECRUITMENT

- A. The EMPLOYER will complete the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. The EMPLOYER will notify DOES of its specific need for new employees as soon as that need is identified.

- B. Notification of specific needs, as set forth in Section II.A. must be given to DOES at least five (5) business days (Monday - Friday) before using any other referral source, and shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- C. Job openings to be filled by internal promotion from the EMPLOYER'S current workforce need not be referred to DOES for placement and referral.
- D. The EMPLOYER will submit to DOES, prior to starting work on the project, the names, and social security numbers of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the project.

### III. REFERRAL

DOES will screen and refer applicants according to the qualifications supplied by the EMPLOYER.

### IV. PLACEMENT

- A. DOES will notify the EMPLOYER, prior to the anticipated hiring dates, of the number of applicants DOES will refer. DOES will make every reasonable effort to refer at least two qualified applicants for each job opening.
- B. The EMPLOYER will make all decisions on hiring new employees but will in good faith use reasonable efforts to select its new hires or employees from among the qualified persons referred by DOES.
- C. In the event DOES is unable to refer the qualified personnel requested, within five (5) business days (Monday - Friday) from the date of notification, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. Notwithstanding, the EMPLOYER will still be required to hire 51% District residents for the new jobs created by the project.
- D. After the EMPLOYER has selected its employees, DOES will not be 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.

## V. TRAINING

DOES and the EMPLOYER may agree to develop skills training and on-the-job training programs; the training specifications and cost for such training will be mutually agreed upon by the EMPLOYER and DOES and set forth in a separate Training Agreement.

## VI. CONTROLLING REGULATIONS AND LAWS

- A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, the laws or regulations shall prevail.
- B. DOES will make every effort to work within the terms of all collective bargaining agreements to which the EMPLOYER is a party.
- C. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has provided the representative of any involved collective bargaining unit with 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.

## VII. EXEMPTIONS

- A. Contracts, subcontracts or other forms of government-assistance less than \$100,000.
- B. Employment openings the contractor will fill with individuals already employed by the company.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Suppliers located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in the Washington Standard Metropolitan Statistical Area.

## VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. 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, the EMPLOYER as a condition of transfer shall:
  1. Notify the party taking possession of the existence of the EMPLOYER'S Agreement.
  2. Notify the party taking possession that full compliance with this Agreement is required in order to avoid termination of the project.
  3. EMPLOYER shall, additionally, advise DOES within seven (7) business/calendar days of the transfer. This advice will include the

name of the party taking possession and the name and telephone of that party's representative.

- B. DOES shall monitor EMPLOYER'S performance under this Agreement. The EMPLOYER will cooperate in DOES' monitoring effort and will submit a Contract Compliance Form to DOES monthly.
- C. To assist DOES in the conduct of the monitoring review, the EMPLOYER will make available payroll and employment records for the review period indicated.
- D. If additional information is needed during the review, the EMPLOYER will provide the requested information to DOES.
- E. With the submission of the final request for payment from the District, the EMPLOYER shall:
1. Document in a report to the Contracting Officer its compliance with the requirement that 51% of the new employees hired by the project be District residents; or
  2. Submit a request to the Contracting Officer for a waiver of compliance with the requirement that 51% of the new employees hired by the project be District residents and include the following documentations:
    - a. Material supporting a 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.
- F. The Contracting Officer may waive the requirement that 51% of the new employees hired by the project be District residents, if the Contracting Officer finds that:
1. A good faith effort to comply is demonstrated by the contractor;
  2. The EMPLOYER is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area:

The Washington Standard Metropolitan Statistical Area includes the District of Columbia, the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg; the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
  3. The EMPLOYER enters into a special workforce development training or placement arrangement with DOES; or

- 4. DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the contract.
- G. Willful breach of the First Source Employment Agreement by the EMPLOYER, or failure to submit the Contract Compliance Report, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract.
- H. Nonprofit organizations are exempted from the requirement that 51% of the new employees hired on the project be District residents.
- I. The EMPLOYER and DOES, or such other agent as DOES may designate, may mutually agree to modify this Agreement.
- J. The project may be terminated because of the EMPLOYER'S non-compliance with the provisions of this Agreement.

Dated this 19 day of October 2004

Signed:

Department of Employment Services

  
Signature of Employer

Hawk One Security Inc  
Name of Company

3127 MLK AVE SE WASH DC 20032  
Address

(202) 783-4500  
Telephone

JThompson@hawkone.net  
E-mail

**EEO INFORMATION**

# HAWK ONE SECURITY, INC.

3127 MARTIN LUTHER KING AVE., S.E.

WASHINGTON, D.C. 20032

PHONE NO.: (202) 783-4060 FAX NO.: (202) 783-0296

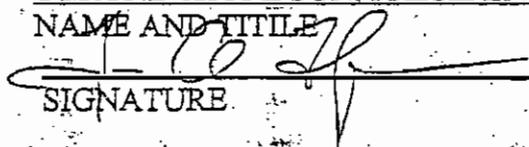
## ASSURANCE OF COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

MAYOR'S ORDER 85-85, EFFECTIVE JUNE 10, 1985, AND THE RULES IMPLEMENTING MAYOR'S ORDER 85-85, 33 DCR 4952, (PUBLISHED AUGUST-15, 1986), "ON COMPLIANCE WITH EQUAL OPPORTUNITY REQUIREMENTS IN DISTRICT GOVERNMENT CONTRACTS," ARE HEREBY INCLUDED AS PART OF THIS BID/PROPOSAL. THEREFORE, EACH BIDDER/OFFEROR SHALL INDICATE BELOW THEIR WRITTEN COMMITMENT TO ASSURE COMPLIANCE WITH MAYOR'S ORDER 85-85 AND THE IMPLEMENTING RULES. FAILURE TO COMPLY WITH THE SUBJECT MAYOR'S ORDER AND THE IMPLEMENTING RULES SHALL RESULT IN REJECTION OF THE RESPECTIVE BID/PROPOSAL.

I, TYRONE THOMPSON, THE AUTHORIZED REPRESENTATIVE OF HAWK ONE SECURITY, INC. HEREINAFTER REFERRED TO AS "THE CONTRACTOR," CERTIFY THAT THE CONTRACTOR IS FULLY AWARE OF ALL OF THE PROVISIONS OF MAYOR'S ORDER 85-85, EFFECTIVE JUNE 10, 1985, AND OF THE RULES IMPLEMENTING MAYOR'S ORDER 85-85, 33 DCR 4952. I FURTHER CERTIFY AND ASSURE THAT THE CONTRACTOR WILL FULLY COMPLY WITH ALL APPLICABLE PROVISIONS OF THE MAYOR'S ORDER AND IMPLEMENTING RULES IF AWARDED THE D.C. GOVERNMENT REFERENCED BY THE CONTRACT NUMBER ENTERED BELOW. FURTHER, THE CONTRACTOR ACKNOWLEDGES AND UNDERSTANDS THAT THE AWARD OF SAID CONTRACT AND ITS CONTINUATION ARE SPECIFICALLY CONDITIONED UPON THE CONTRACTOR'S COMPLIANCE WITH THE ABOVE-CITED ORDER AND RULES.

HAWK ONE SECURITY, INC.  
CONTRACTOR

TYRONE THOMPSON, PRESIDENT  
NAME AND TITLE

  
SIGNATURE

POFA-2004-R-0004 8 0005  
CONTRACT NUMBER

OCTOBER 7, 2004  
DATE

# HAWK ONE SECURITY, INC.

3127 MARTIN LUTHER KING AVE., S.E.

WASHINGTON, D.C. 20032

PHONE NO: (202) 783-4060 FAX NO: (202) 783-0296

## EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT

HAWK ONE SECURITY, INC. SHALL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, OR PHYSICAL HANDICAP.

HAWK ONE SECURITY, INC. AGREES TO AFFIRMATIVE ACTION TO ENSURE THAT APPLICANTS ARE EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, OR PHYSICAL HANDICAP. 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.

HAWK ONE SECURITY, INC. AGREES TO POST IN CONSPICUOUS PLACES... THE PROVISIONS... CONCERNING NON DISCRIMINATION AND AFFIRMATIVE ACTION.

HAWK ONE SECURITY, INC. SHALL... STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT PURSUANT TO ... 1103.2 THROUGH 1103.10 OF MAYOR'S ORDER 85-85; "EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS IN CONTRACTS."

HAWK ONE SECURITY, INC. AGREES TO PERMIT ACCESS TO ALL BOOKS... PERTAINING TO ITS EMPLOYMENT PRACTICES, ...AND TO REQUIRE... EACH SUBCONTRACTOR TO PERMIT ACCESS TO... BOOKS AND RECORDS.

HAWK ONE SECURITY, INC. AGREES TO COMPLY WITH... ALL GUIDELINES FOR EQUAL EMPLOYMENT OPPORTUNITY APPLICABLE IN THE DISTRICT OF COLUMBIA AND THE STATE OF MARYLAND.

HAWK ONE SECURITY, INC. SHALL INCLUDE IN EVERY SUBCONTRACT THE EQUAL OPPORTUNITY CLAUSES, SUBSECTIONS 1103.2 THROUGH 1103.10... SO THAT SUCH PROVISIONS SHALL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

TYRONE THOMPSON  
PRESIDENT

  
AUTHORIZED OFFICIAL AND TITLE

OCTOBER 7, 2004

DATE

HAWK ONE SECURITY, INC.  
FIRM/ORGANIZATION NAME

EMPLOYMENT PLAN

NAME OF FIRM HAWK ONE SECURITY, INC.

ADDRESS 3127 MARTIN LUTHER KING AVE, SE. WASHINGTON, DC 20032

TELEPHONE NUMBER 202-783-4060 FEDERAL IDENTIFICATION NO [REDACTED]

CONTACT PERSON TYRONE A. THOMPSON TITLE PRESIDENT

E-mail: TThompson@Hawkone.net TYPE OF BUSINESS: SECURITY GUARD SERVICES

R  
(S)  
(S)

ORIGINATING DISTRICT AGENCY \_\_\_\_\_

CONTRACTING OFFICER: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

TYPE OF PROJECT \_\_\_\_\_ FUNDING AMOUNT \_\_\_\_\_

PROJECTED START DATE \_\_\_\_\_ PROJECT DURATION \_\_\_\_\_

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this project.

	JOB TITLE	# OF JOBS F/T P/T	SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
A	SECURITY GUARD	FULL TIME	[REDACTED]		11/06/03
B	SECURITY GD	FULL TIME	[REDACTED]		11/06/03
C	SECURITY GD	FULL TIME	[REDACTED]		11/06/03
D	SECURITY GD	FULL TIME	[REDACTED]		11/06/03
E	SECURITY GD	FULL TIME	[REDACTED]		11/06/03
F	SPECIAL POLICE	FULL TIME	[REDACTED]		11/06/03
G	SPECIAL POLICE	FULL TIME	[REDACTED]		11/06/03
H	SPECIAL POLICE	FULL TIME	[REDACTED]		11/06/03
I	SPECIAL POLICE	FULL TIME	[REDACTED]		11/06/03
J	SPECIAL POLICE	FULL TIME	[REDACTED]		11/06/03
K	SPECIAL POLICE	FULL TIME	[REDACTED]		11/06/03

R(9)(1)

# EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER INFORMATION REPORT

GOVERNMENT OF THE DISTRICT OF COLUMBIA DC Office of Contracting and Procurement Employer Information Report (EEO)	Reply to: Office of Contracting and Procurement 441 4 <sup>th</sup> Street, NW, Suite 700 South Washington, DC 20001
-------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------

**Instructions:**  
 Two (2) copies of DAS 84-404 or Federal Form EEO-1 shall be submitted to the Office of Contracting and Procurement.  
 One copy shall be retained by the Contractor.

### Section A - TYPE OF REPORT

1. Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX)

Single Establishment Employer (1) <input checked="" type="checkbox"/> Single-establishment Employer Report	Multi-establishment Employer: (2) <input type="checkbox"/> Consolidated Report (3) <input type="checkbox"/> Headquarters Report (4) <input type="checkbox"/> Individual Establishment Report (submit one for each establishment with 25 or more employees) (5) <input type="checkbox"/> Special Report
---------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

1. Total number of reports being filed by this Company: 1

### Section B - COMPANY IDENTIFICATION (To be answered by all employers)

1. Name of Company which owns or controls the establishment for which this report is filed	OFFICIAL USE ONLY
HAWK ONE SECURITY, INC.	a.
Address (Number and street)	b.
3127 MARTIN LUTHER KING AVE, SE. WASHINGTON	c.
City or Town	d.
Country	e.
State	f.
Zip Code	g.
DC	h.
20032	i.
b. Employer Identification No.	j.
[REDACTED]	k.

2. Establishment for which this report is filed.

R(9)(6)

a. Name of establishment	OFFICIAL USE ONLY
HAWK ONE SECURITY, INC.	a.
Address (Number and street)	b.
3127 MARTIN LUTHER KING, AVE SE. WASH	c.
City or Town	d.
Country	e.
State	f.
Zip Code	g.
DC	h.
20032	i.
b. Employer Identification No.	j.
[REDACTED]	k.

3. Parent of affiliated Company

N/A

a. Name of parent or affiliated Company	b. Employer Identification No.				
Address (Number and Street)	City or Town	Country	State	Zip Code	

### Section C - ESTABLISHMENT INFORMATION

1. Is the location of the establishment the same as that reported last year?	2. Is the major business activity at this establishment the same as that reported last year?	OFFICIAL USE ONLY
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Did not report last year <input type="checkbox"/> Report on combined basis	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> No report last year <input type="checkbox"/> Reported on combined basis	a.
2. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel casings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or service provided, as well as the principal business or industrial activity.)		b.
SECURITY GUARD SERVICES		c.

3. MINORITY GROUP MEMBERS: Indicate if you are a minority business enterprise (50% owned or 51% controlled by minority members).

Yes    No

D.C. PUBLIC SCHOOLS SECURITY AND RELATED SERVICES

- 3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit a Contract for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory;

- 1) Is the person in the 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 (a)(1) through (a)(3) above; or
- 2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

TYRONE A. THOMPSON

(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 Offeror's organization);

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

**CURRENT SPACE AND EQUIPMENT**

This is a listing of the current space and equipment (telephone, facsimile, computers, modems, metal detection and x-ray equipment, etc.) Office space located at 3535 V. Street, N.E. is provided for the administration.

The District of Columbia Public schools provide the following space and equipment for the contractor.

- a. Office space located at 3535 V Street, N.E. is provided for the administrative staff, investigators, program manager, assistant program manager, chief investigator, and the School Anti-Violence Effort (S.A.V.E.)

The command center is also located at 3535 V Street, N.E. open 24 hours and equipped for alarm monitoring, computers, telephones, cameras, etc.

- b. Telephone lines are provided for the staff, one fax machine, one copy machine, one server, twenty-one computers. Motorola radios are provided to cluster supervisors, S.A.V.E Team and investigators.

- c. Equipment provided to schools:

- Any communication equipment provided to the security officers is provided by the school.;
- Video intercoms have been installed in all elementary schools;
- CCTV cameras have been installed in 95% of all schools;
- X-ray machines have been installed in all Senior High, Junior High and Middle Schools and Educational Centers.
- Alarms have been installed in approximately 89% of all schools.

J.7

**DCPS HOLIDAY SCHEDULE**

# 2004

August 9 - 11  
Early Bird Registration @ local schools

August 16  
All employees due back to work  
(except ET-15's)

August 18 - 20  
Superintendent's Summer Conference

August 23 - 25  
New teacher Orientation

August 27 - 31  
First day of school for teachers  
(local school organization and planning)

September 1  
First day of school for students  
Last day to provide proof of immunization  
compliance.

September 6 (holiday)  
Labor Day

September 15  
Last day to provide proof of residency for all  
students who enrolled September 1st.

October 1  
Progress Reports/Deficiency  
Notices issued

October 7  
Official membership count

October 11 (holiday)  
Columbus Day

October 19 (Tuesday)  
PSAT (All students in Grades 9-11)

October 22  
Staff Development; students not in school

November 2  
Election Day (Schools Closed)

November 11 (holiday)  
Veterans' Day

November 12  
Students dismissed at 12:15 p.m.;  
End of first grading period;  
Teachers' record keeping

November 15  
Beginning of second advisory

November 25 - 26  
Thanksgiving holiday

December 6  
Parent-teacher conferences  
12:00 noon - 7:00 p.m.;  
Students not in school

December 17  
Progress Reports/Deficiency  
Notices issued  
Staff Development  
Students dismissed at 12:15 p.m.

December 23 - December 31  
Winter Vacation

Published: 1/2004



District of Columbia  
Public Schools

# 2005

January 3  
Schools reopen

January 15  
Showcase of Schools

January 17 (holiday)  
Martin Luther King, Jr.'s Birthday

January 20 (holiday)  
Inauguration Day

January 28  
Out-of-boundary transfer requests accepted  
Students dismissed at 12:15 p.m.;  
Record keeping.

January 31  
Beginning of 3<sup>rd</sup> Advisory

February 14  
Parent-teacher conferences;  
12:00 noon - 7:00 p.m.  
Students not in school

February 21 (holiday)  
President's Day

February 28  
Out-of-boundary transfer requests deadline;  
Progress reports issued

March 1  
Enrollment for new Head Start & Pre-K  
students

March 4  
Staff Development;  
Students dismissed at 12:15 p.m.

March 9  
Progress Reports/Deficiency  
Notices issued

March 25 - April 1  
Spring Vacation

April 15  
Students dismissed at 12:15 p.m.;  
End of third grading period;  
Teachers' record keeping

April 18  
First day of fourth advisory

April 25 - April 29  
Spring testing

May 9  
Parent-teacher conferences;  
12:00 noon - 7:00 p.m.  
Students not in school

May 20  
Progress Report/Deficiency  
Notices issued

May 27  
Staff Development;  
Students dismissed at 12:15 p.m.

May 30 (holiday)  
Memorial Day

May 31- June 3  
Senior Finals & End of Course Exams

June 5 - 10  
Senior High Graduations & last days for  
Seniors

June 13 - 21  
Underclassmen Finals & End of Course Exams

June 21  
Last day of school for students;  
Non-computerized report cards issued

June 22  
Last day of school for teachers

July 1  
Computerized report cards mailed

July 5  
First day of Summer School

<u>Number of Days in Each Advisory</u>		
	<i>Students</i>	<i>Teachers</i>
First Advisory Nov. 12	48	52
Second Advisory Jan. 28	43	45
Third Advisory April 15	47	48
Fourth Advisory June 21	45	47
<b>Total</b>	<b>183</b>	<b>192</b>

Revised 3/9/04

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**STUDENT RIGHTS AND RESPONSIBILITIES**

## CHAPTER 24 STUDENT RIGHTS AND RESPONSIBILITIES

Secs.	
2400	General Policy
2401	Student Bill of Rights
2402	Code of Student Responsibilities and Conduct
2403	Corporal Punishment
2404	Search Procedures
2405	Student Grievance Procedure
2406	Impartial Hearing Officers
2407	Public Schools Hearing Office
2408	Dress Codes/Uniforms
2409	[Reserved]
2410	Employment of Minors
2411 - 2412	[Reserved]
2413	Utilization of Public Health Services in School-Based Adolescent Health Centers
2414	Communicable Diseases Contracted by Students
2415	Protection of Students in Experimental Programs
2499	Definitions

### 2400 GENERAL POLICY

- 2400.1 The protection and safeguards of the Constitution of the United States and especially the Bill of Rights apply to all students.
- 2400.2 Responsibility is inherent in all rights, especially the basic duty to respect and secure the rights of others. No student or other person involved in the D.C. Public Schools can realize his or her rights unless each student also exercises the self-discipline and care to afford the same rights to all others and does not engage in actions that infringe upon the rights of others.
- 2400.3 In a social situation such as the public school, all participants, including students, parents, teachers, administrators, and others in the educational process, have the right to know the basic standards of conduct and behavior which are expected of themselves and others. Each student should know what is expected of him or her and what can be expected from others. Thus, the school environment is a community of individuals who live and interact based upon commonly shared rules, rights, responsibilities, expectations, and common sense.

AUTHORITY: §2 of An Act approved June 20, 1906, 34 Stat 317, ch. 3446, D.C. Code §31-102.

SOURCE: Final Rulemaking published at 24 OCR 1005, 1035 (July 29, 1977).

**2401 STUDENT BILL OF RIGHTS**

- 2401.1 Each student has the right to a meaningful public education, the maintenance of high educational standards, and a system of public education that adequately and equitably seeks to meet the need of the individual student.
- 2401.2 Each student has the right to access to a meaningful curriculum and the right to voice his or her opinions and provide input into the development of the public school curriculum.
- 2401.3 Each student has the right to express his or her views in matters that affect the quality and content of the education that is provided, including but not limited to, the right to participate individually or through elected representatives in the development of the rules and regulations to which the student is subject.
- 2401.4 Each student has the right to adequate and timely notice of all rules, regulations, policies, and sanctions to which the student is subject. All rules and regulations shall be available in writing and be accessible to all students. A copy of the rules of the Board of Education shall be maintained in the library or other appropriate place in each public school in the District of Columbia.
- 2401.5 Each student has the right to physical safety and the protection of personal property, including the right to safe and sanitary school buildings and facilities.
- 2401.6 Each student has the right to adequate consultation with teachers, counselors, administrators, and other school personnel.
- 2401.7 Each student has the right to free election of peers in student organizations, as well as the right to seek and hold office.
- 2401.8 Each student and the student's parents or authorized representatives have the right to inspect and review the official records of the school system that relate directly to the individual student, as provided in §2601. A student or the student's parent or guardian shall be notified if adverse comments are placed in his or her official records.
- 2401.9 Students have the right to participate in school activities without being subject to unlawful discrimination because of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, political affiliation, handicapping condition, or any other basis of unlawful discrimination under the laws of the District of Columbia.
- 2401.10 Where access to participation in programs or activities is on a competitive basis, each student has the right to an opportunity to compete on an equal basis.
- 2401.11 A student has the right to refuse to participate in school activities which are contrary to the student's moral, religious, or political beliefs.
- 2401.12 Each student shall have the right to respect from teachers, other students, administrators, and other school personnel, and shall not be subject to ridicule,

harassment, or any punishment that is demeaning or derogatory. No student shall be subject to corporal punishment.

- 2401.13 Principals, assistant principals, school security personnel and other designated individuals may conduct, or cause to be conducted, such searches of students as are reasonable to maintain the security, discipline and educational atmosphere of a school building, event or program, in accordance with the provisions §2404.
- 2401.14 Each student shall have the right to use reasonable physical means to defend himself or herself from assault or physical abuse, and shall not be subject to suspension for using limited, reasonable, physical means to restrain another person from physically assaulting or harming a third person.
- 2401.15 Each student has the right to present petitions, complaints, or grievances to school authorities, and the right to receive prompt, authoritative replies from school officials, regarding the disposition of the student's petitions, complaints, or grievances.
- 2401.16 Where a student is entitled to a hearing pursuant to this title, the hearing shall be impartial, and the student shall be afforded all other rights set forth in the hearing procedures.
- 2401.17 Each student shall have the right to exercise his or her constitutional rights of free speech, assembly, and expression without prior restraint, so long as the exercise of these rights does not substantially interfere with the rights of others.
- 2401.18 The exercise of the constitutional rights of free speech, assembly, and expression by students shall include, but is not necessarily limited to, the following:
- (a) Wearing political buttons, armbands, or other badges of symbolic expression;
  - (b) Organizing and participating in political and social organizations;
  - (c) Use of student bulletin boards without prior censorship, but not school bulletin boards without approval of the use which shall be reasonably provided by the schools;
  - (d) Personal determination of appearance, including styles of hair and dress;
  - (e) Preparation and distribution of posters, newspapers, or other printed matter, on or off school grounds, and the reasonable use of the school public address system subject to standards adopted by the student government organization in cooperation with school officials; Provided, that such distribution or use shall be limited to reasonable times before, during, and after school hours in order to prevent undue interference with classroom activities and the rights of others; and
  - (f) Free expression and defense of views and opinions without having that expression affect the student's examinations, grades, academic achievement, or participation in extra-curricular activities.

SOURCE: Final Rulemaking published at 24 DCR 1005, 1037 (July 29, 1977); as amended by Final Rulemaking published at 27 DCR 2575 (June 13, 1980); and by Final Rulemaking published at 35 DCR 8057 (December 30, 1986).

## 2402 CODE OF STUDENT RESPONSIBILITIES AND CONDUCT

- 2402.1 Each student shall be responsible for providing a positive and healthy environment for others by maintaining order and self-discipline, and by having consideration for the rights and property of others.
- 2402.2 Each student shall bear the responsibility for his or her own conduct.
- 2402.3 Each student shall be responsible for neatness and cleanliness of personal attire and hygiene.
- 2402.4 A student shall respect other students, teachers, administrators and other school personnel, and visitors as human beings and as fellow citizens of the school community.
- 2402.5 A student shall respect the personal property of others and refrain from causing intentional damage or unnecessary wear and tear to books, facilities, school materials, school buildings and furnishings, and the personal property of others.
- 2402.6 A student shall refrain from fighting, creating disturbances, denying others the use of school facilities or buildings, using or carrying any weapon on school grounds, intentionally injuring another person, or acting in a manner that would expose others to risk or danger of harm or injury.
- 2402.7 A student shall not use threats or intimidation against any other person.
- 2402.8 A student shall respect the health and safety of others and shall refrain from using tobacco; or using, possessing, transmitting, or being under the influence of any alcoholic beverage, narcotic substance, or illegal or prohibited drug or substance; or by engaging in gambling, extortion, theft, assault, excessive noise, or any other unlawful activity.
- 2402.9 A student shall respect the educational process and learning environment of others by refraining from intentional or habitual tardiness, unexcused absences, or other activities that diminish the rights of others and the opportunity for other students to receive an education and obtain the maximum benefit from a public education.

SOURCE: Final Rulemaking published at 24 DCR 1005, 1038 (July 29, 1977).

## 2403 CORPORAL PUNISHMENT

- 2403.1 For purposes of this section, "corporal punishment" is defined as the use, or attempted use, of physical force upon, or against, a student, either intentionally or with reckless disregard for the student's safety, as punishment, or, in an attempt to modify the behavior, a thought, or attitude of a student.

- 2403.2 The use of corporal punishment in any form is strictly prohibited in the Public schools. No student shall be subject to the infliction of corporal punishment by any teacher, other student, administrator, or other school personnel.
- 2403.3 No teacher, administrator, student, or other person shall subject a student to corporal punishment or condone the use of corporal punishment by any person under his or her supervision or control.
- 2403.4 Permission to administer corporal punishment shall not be sought or accepted from any parent, guardian, or school official.
- 2403.5 Conduct prohibited by this section includes actual or attempted physical contact of any type against a student neither prompted by reasonable efforts at self-defense nor accidental or playful in nature. Examples of prohibited contact include, but are not limited to, the following:
- (a) Shoving;
  - (b) Striking;
  - (c) Grabbing;
  - (d) Shaking;
  - (e) Hitting;
  - (f) Throwing of objects; and
  - (g) Unreasonable restraint.

2403.6 The nature and amount of physical contact reasonably necessary for self-defense shall be dependent upon the factual circumstances of each case.

2303.7 All allegations of the use of corporal punishment shall be promptly investigated. Discipline shall be administered against any employee who violates this section. Students shall be permitted, but not required, to testify at any proceeding relating to the allegation of corporal punishment.

SOURCE: Final Rulemaking published at 24 DCR 1005, 1039 (July 29, 1977); as amended by Final Rulemaking published at 35 DCR 6013 (August 5, 1988).

## 2404 SEARCH PROCEDURES

2404.1 Individualized searches shall be undertaken if there exists reasonable suspicion that there has been a violation of the student discipline rules (chapter 25 of this title) or the criminal laws of the District of Columbia or the federal government, or, if such a search is part of the overall effort to maintain the security and safety of D.C. Public Schools, in accordance with the provisions this chapter.

- 2404.2 Reasonable suspicion shall be premised upon any one or more of the following circumstances:
- (a) Observation of contraband or other prohibited property by school officials or conduct suggesting the presence of contraband or other prohibited property;
  - (b) General, suspicious conduct, such as a student's being in a restricted area without approval;
  - (c) Observation of suspicious bulges in a student's clothing or personal property;
  - (d) A tip from an informant, either known to the school official to be reliable or, if anonymous, possessing some attribute, knowledge, or relationship to the school, student or community that gives credence to the information; or
  - (e) Observation of furtive or evasive behavior to suggest either concealment of a weapon, contraband, or stolen property or perpetration of an offense violative of school regulations or laws.
- 2404.3 The student's age, history, and school record shall be considered in the context of the nature of the infraction, in deciding whether to undertake a search.
- 2404.4 Random searches of students, and lockers shall be undertaken, in a manner which is consistent with the overall need to maintain the safety and security of D.C. Public Schools. The searches shall occur under the auspices of the D.C. Public Schools Office of Safety and Security and, where appropriate, the Metropolitan Police Department and the D.C. Public Schools Legal Services Branch, unless circumstances compel immediate action to avoid imminent danger to self or others.
- 2404.5 Except where otherwise necessary to avoid immediate harm or immediate disposal of contraband, searches of students shall occur in the privacy of an office or unoccupied room.
- 2404.6 Except where otherwise necessary to avoid immediate harm or immediate disposal of contraband, all searches shall be made in the presence of a third party.
- 2404.7 Under no circumstances are strip searches to be conducted by school system personnel. In the event that there is reason to believe that such a search would uncover evidence of criminal conduct, the Metropolitan Police Department shall be notified.
- 2404.8 Subsequent to any search being conducted, whether based on individualized suspicion or at random, the principal shall prepare a written report detailing the scope of the search and circumstances giving rise to the search. Copies of this report shall be filed with the appropriate assistant superintendent, the Division of Safety and Security, and the Legal Services Branch.
- 2404.9 Magnetometers and other metal-detecting devices may be utilized by school officials at entrances to schools when deemed appropriate by the Superintendent

of Schools to be necessary to deter weapons being brought onto school grounds; Provided, that such devices are regularly checked and calibrated.

- 2404.10 All lockers, desks, and other property provided by D.C. Public Schools to students for the storage of personal belongings and school supplies, are the property of the D.C. Public Schools and shall remain under the jurisdiction of D.C. Public Schools. The use of these items by students is a privilege. School officials retain the right to open and search lockers, desks and such other school property and the contents thereof, with or without the presence of the student(s) at any time to enforce school policies, rules, or regulations, or for any other reason.
- 2404.11 Students shall assume full responsibility for the contents of lockers and shall lock all lockers, or locks, after use. No student shall place, keep or store, or allow to be placed kept or stored, in his or her locker, desk, or other D.C. Public School property, any firearm, knife, explosive, or other dangerous object, the use or possession of which is prohibited by the rules of the Board of Education.
- 2404.12 Principals shall provide notification to students, and their parents on a regular basis, including at the beginning of each school year, of the Board's policy regarding searches.

SOURCE: Final Rulemaking published at 35 DCR 9057 (December 30, 1988); as amended by Final Rulemaking published at 41 DCR 4934 (July 22, 1994).

## 2405 STUDENT GRIEVANCE PROCEDURE

- 2405.1 The grievance procedure set forth in this section shall apply to any instance where a specific grievance or hearing process is not provided in this title.
- 2405.2 The following persons or groups of persons shall be entitled to exercise the grievance procedure set forth in this section:
- (a) Students;
  - (b) Student's parent(s) or guardian(s);
  - (c) Groups of students; and
  - (d) Groups of students' parents, guardians, or their representatives.
- 2405.3 The grievance procedure set forth in this section may be used to address or seek redress in any of the following instances:
- (a) Where it is alleged that any student or group of students is being denied access to an adequate educational opportunity;
  - (b) Where it is alleged that the rights of students, or any individual student, are being denied or abridged;
-

- (c) Where it is alleged that any student or group of students is being subjected to an arbitrary or unreasonable regulation, procedure, or standard of conduct; and
- (d) Where it is alleged that any student is being denied participation in any school activity for which the student is eligible.

2405.4 The following procedure shall apply to all grievances brought under this section:

- (a) The person or persons bringing the grievance shall make an informal complaint to the principal or other school official in charge of the program or activity;
- (b) The person to whom the grievance is brought shall attempt to resolve the problem through informal means, such as meetings, conferences, and discussions;
- (c) If the grievance is not resolved through the informal process, a written complaint shall be filed with the principal or other responsible school official who conducted the informal process;
- (d) The principal or other school official shall attempt to resolve the written grievance through conferences with students, parents, teachers, other school officials, and other involved parties. The appropriate Assistant Superintendent shall be informed of the written grievance and may be consulted by the principal or other school official in an attempt to resolve the grievance;
- (e) The decision of the principal or other school official as a result of the attempt to resolve a written grievance shall be in writing and communicated to the involved parties and the appropriate office;
- (f) If the written grievance does not result in a mutually satisfactory resolution of the problem within ten (10) days, a written grievance may be filed with the Assistant Superintendent with jurisdiction over the school which the student attends;
- (g) The Assistant Superintendent shall attempt to resolve the grievance by investigating the problem, holding conferences with involved parties, or conducting an informal meeting;
- (h) The Assistant Superintendent, or the party bringing the grievance, may request a formal hearing before a disinterested hearing officer. The hearing officer may be designated by the Superintendent of Schools or the D.C. Public Schools Hearing Office from among persons employed by the school system on a full-time or part-time basis to serve in that capacity;
- (i) In all cases where a hearing officer is involved, the hearing officer shall provide the Assistant Superintendent with written findings and recommendations; and

- (j) Upon receipt of the hearing officer's report, the Assistant Superintendent or designee, shall make a further attempt to resolve the grievance and shall issue a final decision in writing.

- 2405.5 The written decision of the Assistant Superintendent shall list the findings and recommendations of the hearing officer, even if those findings and recommendations were rejected or modified in the final decision.
- 2405.6 The final decision of the Assistant Superintendent shall be the final administrative decision of the school system.
- 2405.7 Copies of the final decision shall be given to all parties.
- 2405.8 A copy of the Assistant Superintendent's final decision shall be sent to the Superintendent of Schools.
- 2405.9 The grievance procedure set forth in this section shall not preclude or prevent the Assistant Superintendent, principal, or other school official from establishing, in cooperation with students, parents, teachers, other administrators, and other concerned citizens, an intermediate process for the resolution of problems and complaints within the school or program prior to the submission of the grievance to the Superintendent, or designee. The intermediate process should be in writing and available to those persons and groups.

SOURCE: Final Rulemaking published at 24 DCR 1005, 1042 (July 29, 1977); as amended by Final Rulemaking published at 36 DCR 180, 185 (January 6, 1989).

## 2406 IMPARTIAL HEARING OFFICERS

- 2406.1 In all instances where a hearing is required or allowed by the provisions of this title, the hearing shall be conducted by an impartial hearing officer who has no personal or professional interest which would conflict with the objective processing of the case, and, who is assigned to conduct the hearing by the Superintendent of Schools or his or her designee.
- 2406.2 All hearing officers shall be contracted for by the D.C. Public Schools on a full-time or part-time basis to serve in that capacity, and shall have qualifications and training appropriate to the subject matter of the hearing(s) to which they are assigned. Hearing officers in cases involving special education issues shall not be employees of public agencies which are involved in the education or care of the child for whom the hearing is being held.

SOURCE: Final Rulemaking published at 24 DCR 1005, 1043 (July 29, 1977); as amended by Final Rulemaking published at 41 DCR 2226 (April 22, 1994).

## 2407 PUBLIC SCHOOLS HEARING OFFICE

- 2407.1 The Superintendent of Schools shall establish a Public Schools hearing office which shall not be a part of or under the supervision or control of any Public Schools office or division that must implement the decisions of hearing officers or participate in hearings on behalf of the Public Schools.

- 2407.2 The Superintendent of Schools shall be responsible for ensuring the independence and impartiality of the hearing office and the impartiality of the hearing officer assigned to any particular hearing.
- 2407.3 The Public Schools hearing office shall be responsible for the following:
- (a) The coordination and scheduling of all hearings held pursuant to the provisions of chapters 20 through 30 of this title;
  - (b) The hiring of all hearing officers;
  - (c) Training of all hearing officers in the conduct of hearings and the provisions of this title, applicable court orders, and other applicable laws and statutes;
  - (d) Ensuring that the decisions of all hearing officers comply with the rules and procedures set forth in this title and all other applicable laws and court orders; and
  - (e) Compiling and maintaining statistical information on the implementation of hearings and procedures for due process pursuant to the provisions of this title.
- 2407.4 The Public Schools hearing office shall have no authority to direct, rescind, overrule, modify, or alter the substantive decision of any hearing officer rendered in accordance with the provisions of law and this title.
- 2407.5 The decision of a hearing officer which does not comply with the rules and procedures set forth in this chapter, or any applicable statute, regulation, or order of court, may be remanded to the hearing officer for correction of the defect. If the defect is not corrected by the hearing officer, it may be corrected by the Superintendent of Schools or his or her designee. This subsection shall not apply to hearings held on matters arising pursuant to P.L. 94-142, as amended, and its implementing regulations.
- 2407.6 If a hearing officer's report is corrected or modified for any reason by someone other than the hearing officer, the correction or modification shall be noted in the final determination, and any party may request a re-hearing on the matter before another hearing officer.

SOURCE: Final Rulemaking published at 24 DCR 1005, 1044 (July 29, 1977); as amended by Final Rulemaking published at 34 DCR 8358 (December 25, 1987).

## 2408 DRESS CODES/UNIFORMS

- 2408.1 Each D.C. Public School shall promulgate a local dress code or uniform policy for that school. The policy shall be established by the principal in consultation with the faculty, local school parent groups, and students.
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- 2408.2 The local school dress code or uniform policy shall be as follows:
- (a) Clearly defined;

- (b) Not be gender specific; and
- (c) Designed to support rational and legitimate school objectives including, but not limited to, the following:
  - (1) Neatness and cleanliness;
  - (2) Elimination of distractions and disruptions to the education process;
  - (3) Health and safety considerations; and
  - (4) Respect for the rights of others.

2408.3 Conformance with and enforcement of the local school dress code/uniform policy shall comply with all existing Board rules, as well as applicable District and federal laws.

2408.4 Parents and students shall be specifically informed of their rights and of the voluntary nature of their participation in the uniform policy. No student shall be penalized, in any way, for noncompliance with the local school uniform policy.

2408.5 The Superintendent shall develop standards and appropriate procedures for the implementation of this chapter.

SOURCE: Final Rulemaking published at 38 DCR 5657 (September 6, 1991).

2409 [RESERVED]

#### 2410 EMPLOYMENT OF MINORS

2410.1 No minor under the age of eighteen (18) years shall be employed or permitted to work in any establishment where alcoholic beverages are manufactured, subject to the exceptions set forth in this section.

2410.2 No minor under the age of eighteen (18) years shall be employed or permitted to work in any establishment where alcoholic beverages are sold for consumption on the premises, subject to the exceptions set forth in this section.

2410.3 No minor under the age of eighteen (18) years shall be employed or permitted to work in any establishment where alcoholic beverages are sold for consumption off the premises where the establishment deals exclusively in the sale of alcoholic beverages or in which the sale of alcoholic beverages constitutes more than one-third (1/3) of the business, subject to the exceptions set forth in this section.

2410.4 The following shall be exceptions to the restrictions on the employment of minors in businesses dealing in the manufacture and sale of alcoholic beverages contained in this section:

- (a) A work permit may be issued for the employment of a son or daughter of the proprietor of an establishment that manufactures or sells alcoholic beverages if the minor has passed his or her sixteenth (16th) birthday;
- (b) A work permit may be issued to a minor for employment at the Robert F. Kennedy Memorial Stadium (D.C. Stadium) or the D.C. Coliseum, regardless of the fact that alcoholic beverages are sold and consumed on the premises;
- (c) A work permit may be issued to a minor for employment in any establishment that sells alcoholic beverages where the establishment is normally frequented by minors;
- (d) The issuance of a work permit to a minor for employment in an establishment that sells alcoholic beverages and that is normally frequented by minors shall be considered on an individual basis and shall be based upon a finding that the employment is not dangerous or prejudicial to the life, health, safety, or welfare of the minor to whom the permit is issued; and
- (e) A work permit may be issued to a minor for employment in any establishment that sells alcoholic beverages for consumption on the premises; Provided, that the minor is enrolled in a duly approved course or program under the auspices of the Board of Education which relates to the nature of the employment being sought. Each permit request shall be considered on an individual basis and approved only after a finding, based on an inspection, that the employment is not dangerous or prejudicial to the life, health, safety, or welfare of the minor to whom the permit is issued. No permit may be issued for the employment of a minor under eighteen (18) years of age to handle or serve alcoholic beverages.

SOURCE: Final Rulemaking published at 24 DCR 4649 (December 2, 1977); as amended by Final Rulemaking published at 28 DCR 3452 (July 31, 1981).

2411 - 2412 [RESERVED]

2413 UTILIZATION OF PUBLIC HEALTH SERVICES IN SCHOOL-BASED ADOLESCENT HEALTH CENTERS

2413.1 The Superintendent of Schools is authorized to accept public health services from the Commissioner of Public Health of the District of Columbia, to be provided to

D.C. Public Schools students in a school setting, in accordance with the provisions of this section and any interagency agreement concerning school-based adolescent health centers executed by the D.C. Public Schools and the Commissioner of Public Health.

2413.2 Health services provided in adolescent health centers located in D.C. Public Schools shall be subject to the following limitations:

- (a) Services shall not include the dispensing of prescription drugs and contraceptive devices;
- (b) Services shall be provided by duly certified and licensed health professionals, acting under proper supervision, as appropriate;
- (c) Services shall augment, supplement and/or complement D.C. Public Schools services in the areas of the physical, social, mental and emotional well-being of students, or, alternatively, fulfill an unmet health need that is evidenced within the general student population;
- (d) Services shall be provided only during the hours between 8:00 a.m. and 5:00 p.m., unless otherwise stipulated in an interagency agreement between the D.C. Public Schools and the Commissioner of Public Health;
- (e) Services shall be provided only to students currently enrolled in the school in which the center is located, except that such services may be provided to students previously enrolled within that school during the current school year, upon approval of the school principal, or to prospective students of the school as part of an enrollment process;
- (f) Services shall be provided free of charge or at nominal cost to students and their parents, unless otherwise stipulated in an interagency agreement between the D.C. Public Schools and the Commissioner of Public Health. Nothing in this section should be read to relieve any insurer, Medicaid, or any similar third party from an otherwise valid obligation to pay for these health services; and
- (g) Services shall be provided to minors only with parental or guardian consent to the specific kinds of services to be provided.

2413.3 A local School Health Center Advisory Council (LSHCAC) shall be established to provide advice and direction to each school-based adolescent health center. The LSHCAC shall be established prior to the provision of services by any center and shall determine whether or not and to what extent the center shall offer any family planning services beyond referral of students, subject to the limitations set out in §2413.2(a).

2413.4 Each LSHCAG shall be comprised of school staff, community leaders, health professionals, parents and students. The exact composition of each LSHCAG shall be in accordance with an interagency agreement executed between the D.C. Public School and the Commissioner of Public Health.

- 2418.5 The Superintendent or his or her designee shall convene the initial meeting of each LSHCAC. At the first meeting, the members present shall select the leadership of the council.
- 2418.6 The LSHCAC shall provide advice to the local school administration, the Public Health Commissioner, the Superintendent and the Board of Education on matters related to the operation of the school-based health center, as it considers appropriate. It shall specifically advise on the following:
- (a) The acceptability of the format and procedures used to inform parents of the school-based center and to gain their consent for utilization of the center by their children;
  - (b) The D.C. Public Schools' human sexuality curriculum and its use in the school in which the center is located;
  - (c) The adequacy of the integration of values education and human sexuality intervention, for example, the amount of emphasis given to sexual abstinence, drug avoidance, sound nutritional habits, preventive health care, and avoidance of other high-risk behavior common to teenagers, in the school-based center; and
  - (d) The adequacy of any center's provisions for the enhancement of parents' ability to counsel their own children with competence and confidence.

SOURCE: Final Rulemaking published at 34 DCR 8359 (December 25, 1987).

EDITOR'S NOTE: The phrase "Commission of Public Health" has been changed to read "Commissioner of Public Health."

#### 2414 COMMUNICABLE DISEASES CONTRACTED BY STUDENTS

- 2414.1 Adherence to the following preventive measures, designed to minimize the transmission of communicable diseases, shall be encouraged in all schools:
- (a) Use of tissues or handkerchiefs when coughing or sneezing;
  - (b) Hand-washing before eating and after bathroom use;
  - (c) Exclusive use of combs and hats; and
  - (d) The handling of body fluids spills in accordance with the "Guidelines for Handling Body Fluids in Schools" issued by the District of Columbia Commissioner of Public Health.
- 2414.2 The D.C. Public Schools shall provide students with information regarding communicable diseases including Acquired Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC), and asymptomatic infection with the Human Immunodeficiency Virus (HIV). This information shall include instruction in measures designed to prevent the spread of communicable diseases.

2414.3 The parent or guardian of a minor student exhibiting any of the following symptoms, which may indicate the beginning of a communicable disease, shall be contacted concerning the student's possible referral for medical examination:

- (a) Sore throat;
- (b) Runny eyes;
- (c) Runny nose;
- (d) Headache;
- (e) Nausea;
- (f) Vomiting;
- (g) Diarrhea;
- (h) Fever;
- (i) Sneezing;
- (j) Chills;
- (k) Cough;
- (l) Rash; and
- (m) Jaundice.

2414.4 A student suspected of having one of the following communicable diseases shall be referred to the school nurse, if available. A student found to have one of these diseases shall be excluded from school and re-admitted under the following conditions:

- (a) Chickenpox: The student may return to school six (6) days after the appearance of the rash;
- (b) Conjunctivitis ("pink eye"):
  - (1) Viral/Bacterial: The student may return to school after any redness and discharge have disappeared. If the infection is confirmed by smear or culture, the student may return to school twenty-four (24) hours after commencement of antibiotic treatment with a physician's note attesting to the diagnosis and the onset of treatment; or
  - (2) Allergic: The student may return to school following submission of a physician's note stating the diagnosis;
- (c) Acute Diarrhea (e.g., Salmonella, Shigella):

- (1) Infectious: The student may return to school when he or she is no longer having diarrhea. Handwashing with soap and water after using the bathroom and before handling food shall be stressed; or
- (2) Non-infectious (e.g., inflammatory bowel disease, food allergy, reaction to medication): The student may return to school upon submission of a physician's note attesting to the diagnosis and the student's fitness for school attendance;
- (d) Hepatitis: The student may return to school upon submission of a physician's note attesting to the student's fitness for school attendance;
- (e) Impetigo (bacterial infection of the skin): The student may return to school with a physician's note attesting to the fact that the student is undergoing treatment;
- (f) Measles: The student may return to school four (4) days after the appearance of the rash;
- (g) Meningitis: The student may return to school upon submission of a physician's note attesting to the student's fitness for school attendance;
- (h) Mumps: The student may return to school nine (9) days after the onset of swelling or earlier if the swelling has subsided;
- (i) Pediculosis (head lice): The student may return to school after treatment and when hair is nit-free;
- (j) Pertussis ("whooping cough"): The student may return to school three (3) weeks after the onset of symptoms or seven (7) days after the onset of antibiotic therapy with a physician's note attesting to the onset of such therapy;
- (k) Pinworms: The student may return to school with a physician's note indicating that the student has completed treatment;
- (l) Ringworm: The student may return to school with a physician's note indicating that the student is under treatment;
- (m) Rubella (German measles): The student may return to school four (4) days after the appearance of the rash.
- (n) Scabies ("itch mite"): The student may return to school upon submission of a physician's note indicating that the student has been treated with a prescription lotion.
- (o) Strep infection (scarlet fever, strep throat): The student may return to school within twenty-four (24) hours after beginning treatment with antibiotic drugs upon submission of a physician's note indicating the onset of treatment and the student's fitness for school attendance; and

(p) Tuberculosis: The student may return to school upon the written recommendation of the Tuberculosis Control Program of the District of Columbia Commissioner of Public Health.

2414.5 Any information or record regarding a student with a communicable disease is confidential, and access to such information is to be limited to personnel with a need to know.

2414.6 Disclosure of any information to individuals outside of the School System, except the school nurse or school physician, shall not be made without the express written consent of the parent or guardian of the infected minor student or of the adult student himself, except as provided in §§2414.7 and 2414.8.

2414.7 The District of Columbia Commissioner of Public Health shall be immediately informed of students the following diseases:

(a) Measles;

(b) Meningococcal meningitis;

(c) Mumps;

(d) Pertussis;

(e) Rubella;

(f) Tuberculosis; and

(g) Hepatitis A and other food-borne illnesses (e.g. food poisoning).

2414.8 To the extent permitted by law or regulation, the D.C. Public Schools shall provide the District of Columbia Commissioner of Public Health with information regarding students with AIDS, ARC or a positive test for antibodies to HIV, and other communicable diseases.

2414.9 Decisions regarding the educational placement of students with AIDS, ARC and asymptomatic infection with the HIV virus shall be made on a case-by-case basis, based on the recommendation of the District of Columbia Commissioner of Public Health, taking into account both the neurological development and physical condition of the infected student and the general characteristics of the students in each educational setting considered, as well as the degree of student interaction in each possible placement.

2414.10 If a subsequent change in the condition of a student with AIDS, ARC or asymptomatic infection with the HIV virus indicates a need to reevaluate a placement decision, the reevaluation shall also be made pursuant to the procedures set out in §2414.9.

~~2414.11 When a decision is made to place a student with AIDS, ARC or asymptomatic infection with the HIV virus in a school setting, the Superintendent, the school principal, the school nurse, and other personnel with a need to know shall be~~

informed of the student's infection and provided with guidance in regard to the student's condition.

- 2414.12 For purposes of this section, "communicable disease" shall be defined in accordance with §201 of Title 22 of the DCMR. The Superintendent shall periodically inform School System personnel regarding any change in this definition.

SOURCE: Final Rulemaking published at 35 DCR 1260 (February 26, 1988).

EDITOR'S NOTE: The phrase "Commission of Public Health" has been changed to "Commissioner of Public Health."

## 2415 PROTECTION OF STUDENTS IN EXPERIMENTAL PROGRAMS

- 2415.1 All instructional material, including teachers' manuals, audiovisual aids, and other supplementary instructional materials that are to be used in connection with any research or experimental program or project shall be available for inspection and review by the parent or guardian of students involved in the programs or projects.

- 2415.2 For the purpose of this section, "research or experimental program or project" shall be defined as any program or project designed to explore or develop new or unproven teaching methods, techniques, or materials.

SOURCE: Final Rulemaking published at 24 DCR 1005, 1064 (July 29, 1977).

## 2499 DEFINITIONS

- 2499.1 The definitions set forth in §2099 are incorporated in this section by reference and shall apply to the terms and phrases when used in this chapter.

**DRUGS FOR TESTING**

**METROPOLITAN POLICE DEPARTMENT**

Human Resources Bureau  
Medical Services Division

Drug Screening Program

**URINE SPECIMEN COLLECTION MANUAL**

January 9, 1998

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## INTRODUCTION

### Goals and Objectives of Drug Screening Process

While it is the inherent duty and responsibility of the Metropolitan Police Department to maintain an accounting to the public which we serve, it is equally important for the department to protect itself and its members against the wrongful actions of a few members or prospective members who may eventually cause harm to their co-workers and/or to the public because of their use of illicit drugs. In the proper context, urine drug testing can also be used to deter drug abuse in general. To be a useful tool, the testing procedure must be capable of detecting drugs or their metabolites at concentrations sufficiently low to include occasional or infrequent users as well as recent users.

Urine is the body fluid most often tested because it can be readily obtained by relatively non-invasive means. However, the presence of a drug in a urine specimen is normally used to simply indicate the subject's use of the drug, and provides little insight as to whether the subject was under the influence of the drug at a specific time. Even so, the consequence of a positive urine test for an illegal drug can carry severe penalties. Even when punitive actions do not take place, the suggestion that drug abuse has occurred can be devastating to the life of the subject. For these reasons, urine drug test results must be as error-free as possible and defensible in the event that they are challenged during an administrative, civil or criminal proceeding. Reliable discrimination between the presence, or absence, of specific drugs or their metabolites is critical, not only to achieve the goals of the testing program but to protect the rights of those tested; thus, it is in the Department's interest to set standards which the Illicit Drug Screening Program must maintain in order to achieve maximum acceptability of test results.

The possible impact of a positive test result on an individual's livelihood, freedom or rights, together with the possibility of a legal challenge of the result, sets this type of test apart from most clinical laboratory testing. In fact, urine drug testing should be considered a special application of analytical forensic toxicology. That is, in addition to the application of appropriate analytical methodology, the specimen must be treated as evidence and all aspects of the testing procedure must be documented and preserved for possible administrative hearings or civil proceedings. The clinic laboratory shall acquire the services or advice of a qualified forensic toxicologist, or individual with equivalent qualifications (of experience, training, etc), to address the specific needs of the on-site testing facility including the demands of chain of custody of specimens, security, proper documentation of all records, storage of positive specimens for later or independent testing, presentation of evidence for administrative hearings or civil proceedings, and expert witness testimony.

## **PART I PROCESSING OF DONORS**

The processing of donors and specimens shall be strictly controlled by the utilization of the Seven (7) Part Drug Testing Custody and Control Form (7 part form). The process shall be governed by the following guidelines:

1. The person giving the sample (donor) must be positively identified prior to any specimen being taken. The departmental identification folder (or temporary departmental identification card) shall be used for this purpose. In the event that the donor states that he/she does not have his/her identification card in his/her possession at that time, other forms of positive identification (driver's permit with picture, etc.) may be used at the discretion of the MPD liaison official or the donor's supervisor can be requested to appear at the Clinic and personally identify the donor. If positive identification cannot be made by some means, the person shall not be allowed to give a specimen.

2. Individuals who report for a Drug Screening shall not depart from the Clinic without submitting the required specimen. In the event an individual must leave the Clinic, the individual shall notify an MPD Clinic liaison official who will record the reason for the departure before a specimen was given.

3. Donors shall place their service weapon, personal items and hand-carried objects in a "gun locker" before proceeding to the laboratory.

4. The donor will be given a written summary of the drug screening procedure to read before being escorted to the Clinic laboratory.

## **PART II SPECIMEN COLLECTION PROCEDURE**

### **A. Collection Site Personnel**

Collection site personnel shall be employees of PFC Associates, LLC. On occasions when it is necessary to obtain specimens at locations other than the Police and Fire Clinic, the specimens shall be collected by personnel from the Office of Internal Affairs trained in collection procedures.

Collection Site personnel shall meet the following requirements:

- a. Receive training in the procedures of urine collection.
- b. Work under the general supervision of the Clinic Medical Director.
- c. Receive semi-annual in-service training regarding collection procedures.

## B. Collection Site

A designated collection site is a place where individuals present themselves for the purpose of providing urine specimens to be analyzed. The site shall possess all necessary personnel, materials, equipment, facilities, and supervision to provide for the collection, security, temporary storage and initial screening of urine specimens. The site shall be secured during urine collection and screening operations.

When it is necessary to collect a specimen at a site other than the Police and Fire Clinic, the Office of Internal Affairs personnel shall use the same Split Specimen Transport Box collection kits and 7 part form used at the Clinic. The specimen shall be produced under observation then transported immediately to the emergency room at Providence Hospital where it will be placed in a locked collection box for pick-up by Quest Laboratories. The Clinic Contract Administrator shall be notified that a specimen was collected and shall, in turn, notify Quest Laboratories to arrange for a special pick-up at Providence Hospital within 24 hours.

## C. Collection Procedures

1. When the PFC collector is ready for a donor, the MPD sergeant shall escort the member to the Clinic laboratory.

2. No unauthorized personnel shall be permitted in any part of the collection site while urine specimens are being collected or tested.

3. The collector will verify the donor's identification and record the member's name and Social Security Number in the laboratory drug screening log and complete Step 1 of the 7 Part Chain of Custody form. The member's Social Security Number shall be used as the employee ID number on the 7 part form.

4. If the donor is there for a Fitness-For-Duty or a Reasonable Suspicion test or to be retested after a previous specimen was determined to be adulterated, diluted or otherwise tampered with, the donor will be directed to the dressing room to disrobe and put on a laboratory gown then return to the laboratory.

5. If the donor is not required to disrobe, the collector will direct the donor to remove all outer garments and to empty their pockets into a container.

6. The collector will supervise the donor while the donor thoroughly washes and dries his/her hands.

7. The donor will then be directed to select a sealed Split Specimen Transport Box from a supply of boxes and to break the seal on the transport box. The donor will retain custody of the complete collection container including the specimen bottles (sealed in plastic) until the donor turns the specimen over to the collector.

NOTE: A donor who is completing a physical examination may also be provided a vial for urine collection for medical test purposes only.

8. The donor will be directed to the washroom within the secured laboratory to give the sample. The water to the washroom shall be electronically turned off, blue dye placed in the commode and the soap dispensers removed to prevent sample adulteration with substances from the laboratory. The donor will not be directly observed unless the Department reasonably suspects that the donor might attempt to circumvent the drug screening process. If direct observation is deemed necessary, the observer will be a police official or a clinic staff member of the same sex as the donor. After producing the sample, the donor will give the collection container and the transport box to the collector. The donor will not be allowed to wash his/her hands until the specimen is separated into the two specimen bottles, the specimen bottles are sealed and the donor has initialed each seal.

9. The collector will immediately inspect the transport box to assure that the plastic bags containing the specimen bottles are intact and unopened and the transport bags were not tampered with. The collector shall observe the temperature strip on the container within four (4) minutes to determine if the specimen is within the acceptable range of 90 to 100 degrees Fahrenheit and record the temperature on the 7 part form. If the specimen temperature is outside of the acceptable range, the collector will immediately take and record a temperature reading using a thermometer then direct the donor to have his/her oral temperature taken. If the donor refuses or if the donor's temperature is not within 1 degree Celsius/1.8 degrees Fahrenheit of the specimen, the specimen will be treated as an adulterated sample as described below.

10. The collector will determine if the sample is sufficient for testing (at least 45ml) and will observe the specimen to detect obvious signs of adulteration or tampering such as non-urine color or temperature of the sample outside of the acceptable range. A red specimen may indicate a kidney or bladder disorder or menstruation; the collector will record the red color on the 7 part form but will not reject the specimen as adulterated. The collector will record any unusual features of the specimen on the 7 part form immediately.

11. If there is an insufficient volume of urine the collector will: record the specifics on the daily log for urine collection, have the donor initial the log entry, dispose of the initial sample and the specimen collection kit then direct the donor to select a new sealed Split Specimen Transport Box and produce a second sample. Under no circumstances will the second sample be added to the first sample to produce a sufficient volume of urine.

12. If the donor cannot produce an adequate amount of urine, the collector will direct the donor to drink not more than 40 ounces of fluid and, after a period of up to two hours, again attempt to provide a complete sample. The donor will remain in the Clinic Waiting Room until the donor is ready to produce a second sample.

13. If the donor is still unable to provide an adequate amount of urine, the collector will call a clinic physician who will examine the patient to determine if a medical reason exists for the donor's inability to produce the specimen or if the inability to produce a specimen should be treated as a refusal to test.

14. If the specimen appears adulterated, the collector will immediately notify a Clinic liaison official. The liaison official may be asked to remain in the laboratory for the remainder of the collection procedure. The collector shall note the suspected adulteration in the daily log and the donor shall initial the notation. The initial sample will be poured into the two collection containers - approximately 30ml in container A and at least 15ml in container B. Both containers will be sealed and dated by the collector. The donor shall initial each label to signify that the donor witnessed this process and to confirm that the sample in each container came from the donor. The donor will also be directed to place his/her thumb print on the specimen B container which will be sent to the Fraternal Order of Police (FOP) Confirmation Laboratory, if directed by the FOP. Both samples will be sent to the confirmation laboratory to test for and confirm adulteration and, to the extent possible, specifically identify the adulterant and to test for illicit drugs. The results of confirmation testing will be used as evidence for possible administrative action against the donor.

15. The donor shall then be directed to select a second sealed Split Specimen Transport Box. The donor will then produce a second specimen under direct observation by a police official or a clinic staff member of the same sex as the donor. The collector will prepare a second 7 part form for the new sample. After the second specimen is produced, the donor's police powers shall be revoked, their badge and weapon collected and they shall immediately be placed on administrative leave with pay pending receipt of the confirmation test results.

16. If there is sufficient urine and the original or second sample does not appear to have been adulterated, the collector will pour a portion of the specimen into the two containers - approximately 30ml in container A and at least 15ml in container B. The collector will seal the containers with the security strips attached to the 7 part form and record the date on the seals. The donor will initial each label. The donor will also be directed to place his/her thumb print on the specimen B container which will be sent to the FOP Confirmation Laboratory, if directed by the FOP.

17. If the donor is there for Fitness-For-Duty or Reasonable Suspicion testing, the donor will follow the TRIAGE procedures for drug screening.

18. If the donor is there for any other type of drug screening, the donor will be directed to follow the screening procedure for drug screening.

#### D. TRIAGE Screening Test Procedures

1. The donor will be directed to select a sealed Triage Test Kit from a supply of Test Kits, verify that the expiration date on the test kit has not passed and break the seal. The collector will test the specimen in the presence of the donor by selecting a new pipet tip to extract a few drops from the initial sample and place the sample in the appropriate spot on the Triage Kit. The donor and the collector shall observe the test until the results are completely displayed. If a color bar appears next to a specific drug, the result is presumed to indicate the use of the corresponding drug by the donor.

2. The TRIAGE Kits will test for the presence of the following illicit drug classes:

- Phencyclidine (PCP)
- Cocaine
- Amphetamines
- Benzodiazepines
- Barbiturates
- Cannabinoids (Marijuana)
- Opiates

3. If the TRIAGE Kit indicates the presumed use of an illicit drug by the donor, the MPD liaison official shall be called to the laboratory. The donor's police powers shall be revoked, their weapon and badge retained and the donor placed on administrative leave with pay pending the results of the confirmation test. The TRIAGE Kit shall be discarded.

4. The collector shall arrange for the samples to be sent to the confirmation laboratory for testing. Chain-Of-Custody procedures shall be followed as documented on the back of the seven (7) part Chain-Of-Custody form.

5. If the TRIAGE Kit does not indicate the presence of controlled substances, the kit will be discarded. The remaining samples will be placed in the transport bag for this donor and retained in a locked freezer in the PFC laboratory for 7 days as required by the Clinical Laboratories Investigation Agency (CLIA). After the seven-day period, the specimen will be disposed of by utilizing biohazardous procedures.

### **E. Screening Test Procedures**

1. The collector will indicate on the seven (7) part form whether this specimen is to be tested for the NIDA five (5) drug panel or the seven (7) drug panel (applicants and new hires only), direct the member to sign the fourth copy of the 7 part form, tear-off the first three copies (white copies) and place the white copies in the front pouch of the transport bag. The samples shall then be placed in the back pouch of the clear transport bag. The collector shall seal the transport bag, place the bag in the shipping container, seal the container with the seal from the 7 part form and initial the seal.
2. The specimens shall be picked up daily by the screening and confirmation laboratory for initial drug screening.
3. The laboratory will test the specimen for adulteration and perform the initial drug screening. Negative results, consisting of the specimen serial number and a pass notation, shall be printed on a printer located in the PFC laboratory within 24 hours of the samples being received at the screening and confirmation laboratory. The positive screening results will not be transmitted to PFC except for the samples collected from new hires on the day before Swearing In.
4. For each specimen reported as positive for the presence of illicit drugs, the laboratory shall initiate confirmation testing.
5. If the laboratory screening indicates that a specimen may have been adulterated, a Clinic liaison official will be contacted immediately. The laboratory will initiate testing to identify the adulterant and to confirm adulteration. The donor shall be contacted and directed to report immediately to the Clinic for a second drug test which will be observed.
6. If the screening test does not indicate the presence of controlled substances, the initial specimen will be retained by the screening laboratory for 7 days as required by the Clinical Laboratories Investigation Agency (CLIA). After the seven day period, the specimen will be disposed of.

### **F. Chain of Custody**

Only authorized personnel may handle urine specimens. The chain of custody procedures shall always be maintained to control and account for specimens from receipt through screening and confirmation if necessary. Every individual in the chain of custody shall be identified. PFC personnel will be responsible for all specimens in their possession and shall sign and complete the Chain of Custody forms for specimens as they are received and/or transferred.

The two specimen containers will be sent to the screening and confirmation laboratory under Chain-Of-Custody procedures.

1. The sealed specimen shipping container shall be maintained in a locked refrigerator in the PFC laboratory until the daily pickup from the screening and confirmation laboratory. The PFC laboratory shall be locked at all times when authorized personnel are not present. The keys to the laboratory shall be restricted to authorized personnel and the Providence Hospital security office.

2. When the courier arrives, a PFC employee shall remove the shipping containers from the secured refrigerator.

3. The PFC employee shall carefully inspect the containers for signs of tampering. If the inspections are satisfactory, the PFC employee shall sign the 7 part form, and record the date and time of the inspection and the condition of the packaging. If a discrepancy is noted, the information shall be recorded on the 7 part form and the Clinic Medical Director shall be notified for instructions before transferring the specimen to the courier.

4. The PFC employee shall then record turned over specimen to courier, his/her signature, time and date on the 7 part form and the Security Log Book.

5. The courier will then record received specimen, signature, time and date on the 7 part form and initial the PFC laboratory daily specimen collection log by each specimen to acknowledge receipt of the specified shipping containers.

If a sample is screened as positive and confirmed positive, the FOP will be contacted to arrange for the second sample (container B) to be transported to the FOP confirmation laboratory for an independent confirmation test.

### **PART III POSITIVE SCREENING RESULTS**

Upon notification that the Pre-Swearing-In screening test or the TRIAGE test kit result was positive, the Clinic Medical Director shall notify the MPD liaison official.

### **PART IV DRUG SCREENING POLICY**

It shall be the policy of the Metropolitan Police Department that all drug screening of members be processed in accordance with the provisions of this manual. All specimens that screen other than negative shall be analyzed (by GC/MS) prior to reporting final results.

## PART V CONFIRMATION TEST POLICY

A second analytical procedure will be used to identify the presence of a specific drug or metabolite, which uses a different technique and chemical principle from that of the initial preliminary test in order to ensure reliability and accuracy. Gas chromatography/mass spectrometry (GC/MS) is the only authorized method for confirmation.

## PART VI CONFIRMATION TEST RESULTS

Upon receipt of report(s) from the laboratory confirming the presence of an illicit/controlled substance in the urine sample of a member of the Metropolitan Police Department, the Medical Review Officer (MRO) will review the 7 part form for compliance with proper procedures before notifying MPD of the confirmed positive result.

The member will be contacted by MPD to schedule an appointment to meet with the MRO and an MPD liaison official for the purpose of determining whether there are any medical reasons for the positive test results. If the MRO determines that the positive test results were the result of prescribed or over-the-counter medication or other legally ingested substances, the MRO will determine that the drug screening results were negative.

If the member was tested positive for opiates but the MRO cannot positively conclude that the member actually used opiates, the member will be returned to duty and informed that he/she will be randomly selected for a new drug screening within 30 days.

If the confirmation results confirm the positive screening results, a case jacket shall be prepared by MPD containing copies of all documents relative to the collection and testing of the individual sample, including copies of all laboratory reports, administrative memoranda, and other applicable supporting documents. The administrative official who compiles the case jacket shall also prepare an "administrative hearing check sheet" which shall be utilized to ensure completeness of the record. As each required document is placed in the file, an appropriate entry with the date and initials of entering official shall be recorded.

Case jackets shall be clearly marked to indicate whether the member is a career officer or a probationer. The case jacket shall then be turned over to the Drug Screening Supervisor. The Drug Screening Supervisor shall complete the collection of necessary documents. When the case jacket is completed, a notification shall be made to the Internal Affairs Division to arrange for transfer of the package to the Internal Affairs Division investigator.

## **PART VII DRUG SCREENING AND CONFIRMATION DRUG SCHEDULE**

Pursuant to the Metropolitan Police Department Drug Screening Program, the following schedule of drugs shall be screened and confirmed by primary laboratory and any laboratory conducting confirmation testing:

1. Amphetamines
2. Cocaine (Metabolite)
3. Phencyclidine (PCP)
4. Cannabinoids (Marijuana)
5. Opiates (Heroin)
6. Benzodiazepine (Fitness For Duty, Reasonable Suspicion and Pre-Swearing In only)
7. Barbiturates (Fitness For Duty, Reasonable Suspicion and Pre-Swearing In only)

**NOTE:** Information concerning screening and confirmation levels are not included in this manual. To obtain this data a written request must be made to the MPD Contract Administrator.

Screening for other drugs shall be conducted in accordance with the procedures set forth in this order when there is reason to suspect that a member has used another illegal or controlled substance.

## **PART VIII SUPPLEMENTARY DOCUMENTATION**

Any deviation from the split specimen procedures outlined in this manual shall be documented by memorandum signed by the MPD Contract Administrator.

## **PART IX FUTURE REVISIONS**

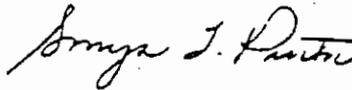
The MPD Contract Administrator may make minor modifications to these guidelines to reflect improvements and or changes in collection procedures. The Fraternal Order of Police Labor Committee will be notified of any changes in these procedures.

**PART X      INSPECTIONS**

Internal Affairs Division personnel shall reserve the right to inspect the facility at any time, and are authorized to conduct unannounced inspections.

**PART XI      CONFIDENTIALITY OF RECORDS**

The laboratory (Internal/External) shall ensure that the records are secured in compliance with the Privacy Act, 5 U.S.C. 552a and the patient access and confidentiality provisions of section 3112.2 of Chapter 31 of the District Personnel Manual. The Medical Services Division shall establish a Privacy Act System of Records to protect both the agency's and the contractor's records of employee urinalysis results. The Privacy Act System shall have specific provisions requiring that employee records are maintained and used with the highest regard for employee privacy.



Sonya T. Proctor  
Interim Chief of Police

J.10

**CHILD SAFETY ACT**

ENROLLED ORIGINAL

AN ACT

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

Codification  
District of  
Columbia  
Official Code

2001 Edition

2004 Spring  
Supp.

West Group  
Publisher

To amend, on a temporary basis, the District of Columbia Government Comprehensive Merit Personnel Act of 1978 to establish a mandatory drug and alcohol testing program for certain District of Columbia government applicants and employees; to establish a criminal background check program for employees and volunteers of District of Columbia agencies that provide direct services to children and youth, and for employees of the Child Support Enforcement Division of the Office of the Corporation Counsel; to establish uniform health screening requirements and the use of uniform health forms for all District of Columbia children; to authorize the Director of the Department of Human Services to take a child into custody when a child committed to the legal custody of the Department absconds from a community-based placement or violates any of the terms of his or her placement; to establish an Early Intervention Program to provide early intervention services for infants and toddlers from birth to 2 years of age and their families; to amend the District of Columbia Public School Nurse Assignment Act of 1987 to require that nurses be assigned to public charter schools; to amend the District of Columbia Uniform Controlled Substances Act of 1981 to designate all areas within 1000 feet of public charter schools as drug free zones; and to establish a Postsecondary Education Assistance Trust Fund to assist needy children with the cost of postsecondary education, utilizing funds generated by an individual income tax check-off.

BE IT ENACTED BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That this act may be cited as the "Child and Youth, Safety and Health Omnibus Temporary Amendment Act of 2004".

TITLE I. MANDATORY DRUG AND ALCOHOL TESTING PROGRAM.

Sec. 101. Short title.

This title may be cited as the "Mandatory Drug and Alcohol Testing for the Protection of Children Temporary Amendment Act of 2004".

Sec. 102. The District of Columbia Government Comprehensive Merit Personnel Act of 1978, effective March 3, 1979 (D.C. Law 2-139; D.C. Official Code § 1-601.01 *et seq.*), is amended by adding a new title XX-C to read as follows:

"TITLE XX-C

"MANDATORY DRUG AND ALCOHOL TESTING FOR CERTAIN EMPLOYEES WHO SERVE CHILDREN.

"Sec. 2031. Definitions.

"For the purposes of this title, the term:

"(1) "Applicant" means any person who has filed any written employment application forms to work for the District of Columbia government, or has been tentatively selected for employment.

"(2) "Children" means individuals 12 years of age and under.

"(3) "District" means the District of Columbia.

"(4) "District employee" means an employee of the District of Columbia government.

"(5) "Drug" means an unlawful drug and does not include over-the-counter prescription medications.

"(6) "Employee" means any person employed in a position for which he or she is paid for services on any basis.

"(7) "Post-accident employee" means a District employee in a safety-sensitive position who, while on-duty, is involved in a vehicular or other type of accident resulting in personal injury or property damage, or both.

"(8) "Probable cause" or "reasonable suspicion" means a reasonable belief by a supervisor that an employee in a safety-sensitive position is under the influence of an illegal drug or alcohol to the extent that the employee's ability to perform his or her job is impaired.

"(9) "Random testing" means drug or alcohol testing conducted on a District employee at an unspecified time for purposes of determining whether any District employee subject to drug testing has used drugs or alcohol and, as a result, is unable to satisfactorily perform his or her employment duties.

"(10) "Reasonable suspicion referral" means referral of an employee in a safety-sensitive position for testing by the District for drug or alcohol use.

"(11) "Safety-sensitive position" means employment in which the employee has direct contact with children and youth, is entrusted with the direct care or custody of children and youth, and whose performance of his or her duties may affect the health, welfare, or safety of children and youth.

"(12) "Youth" means individuals between 13 and 17 years of age, inclusive.

"Sec. 2032. Employee testing.

"(a) The following individuals shall be tested by the District government for drug and alcohol use:

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- "(1) Applicants for employment in safety-sensitive positions;
- "(2) Applicants for employment in positions in the Child Support Enforcement Division of the Office of the Corporation Counsel, including temporary and contractual positions;
- "(3) Those employees who have had a reasonable suspicion referral;
- "(4) Post-accident employees, as soon as reasonably possible after the accident;
- and
- "(5) District government employees or contractual employees who work in safety-sensitive positions.

"(b) The District shall only subject employees in subsection (a)(3) and (a)(5) of this section to random testing.

"(c) Supervisors shall be trained in substance abuse recognition and shall receive a second opinion from another supervisor prior to making a reasonable suspicion referral.

"(d) Employees shall be given at least a 30-day (calendar) written notice from March 26, 2002 that the District is implementing a drug and alcohol testing program. Upon receipt of a written notice of the program, each employee shall be given one opportunity to seek treatment, if he or she has a drug or alcohol problem. Following March 26, 2002, the Department shall procure a testing vendor and testing shall be implemented as described in this title.

"Sec. 2033. Motor vehicle operators.

"Any District government employee who operates a motor vehicle in the performance of his or her employment within the District of Columbia shall be deemed to have given his or her consent, subject to the conditions in this title, to the testing of the employee's urine or breath for the purpose of determining drug or alcohol content whenever a supervisor has probable cause or a police officer arrests such person for a violation of the law and has reasonable grounds to believe such person to have been operating or in physical control of a motor vehicle within the District while that person's breath contains .08 percent or more, by weight, of alcohol, or while under the influence of an intoxicating liquor or any drug or combination thereof, or while that person's ability to operate a motor vehicle is impaired by the consumption of intoxicating liquor.

"Sec. 2034. Testing methodology.

"(a) Testing shall be performed by an outside contractor at a laboratory certified by the United States Department of Health and Human Services ("HHS") to perform job-related drug and alcohol forensic testing.

"(b) For random testing of employees, the contractor shall, at a location designated by the District to collect urine specimens on-site, split each sample and perform enzyme-multiplied-immunosorbent assay technique ("EMIT") testing on one sample and store the split of that sample. Any positive EMIT test shall be then confirmed by the contractor, using the gas chromatography/mass spectrometry ("GCMS") methodology.

"(c) Any District employee found to have a confirmed positive urinalysis shall be notified of the result. The employee may then authorize that the stored sample be sent to another HHS-

certified laboratory of his or her choice, at his or her expense, for a confirmation, using the GCMS testing method:

"(d) Reasonable suspicion and post-accident employee testing shall follow the same procedures set forth in subsections (a) through (c) of this section. In such cases, the employee shall be escorted by a supervisor to the contractor's test site for specimen collection or a breathalyser.

"(e) A breathalyser shall be deemed positive by the District's testing contractor if the contractor determines that 1 milliliter of the employee's breath (consisting of substantially alveolar air) contains .38 micrograms or more of alcohol.

"Sec. 2035. Procedure and employee impact.

"A drug and alcohol testing policy shall be issued in advance of implementing the drug and alcohol program to inform employees of the requirements of the program and to allow each employee one opportunity to seek treatment, if he or she has a drug or alcohol program. Thereafter, any confirmed positive drug test results, positive breathalyser test, or a refusal to submit to a drug test or breathalyser shall be grounds for termination of employment in accordance with this act. This testing program shall be implemented as a single program. The results of a random test shall not be turned over to any law enforcement agency without the employee's written consent.

"Sec. 2036. Coverage of private providers.

"Each private provider that contracts with the District of Columbia to provide employees to work in safety-sensitive positions shall establish mandatory drug and alcohol testing policies and procedures that are consistent with the requirements of this title.

"Sec. 2037. Rules.

"The Mayor, pursuant to Title I of the District of Columbia Administrative Procedure Act, approved October 21, 1968 (82 Stat. 1204; D.C. Official Code § 2-501 *et seq.*), may issue rules to implement the provisions of this title."

## TITLE II. CRIMINAL BACKGROUND CHECKS.

### Sec. 201. Short title.

This title may be cited as the "Criminal Background Checks for the Protection of Children Temporary Act of 2004".

### Sec. 202. Definitions.

For the purposes of this title, the term:

- (1) "Agency that provides direct services to children and youth" means any public or private District agency that provides to children and youth, or for the benefit of children and youth, services that affect the health, safety, and welfare of children and youth, including individual and youth counseling, therapy, case management, supervision, or mentoring.
- (2) "Applicant" means an individual who has filed a written application for

employment with any public or private District agency that provides direct services to children and youth or an individual who has made an affirmative effort through a written application or a verbal request to serve in a volunteer position with a public or private District agency that provides direct services to children and youth. Applicant shall also mean an individual who has filed a written application for employment with the Child Support Enforcement Division of the Office of the Corporation Counsel.

(3) "Children" means individuals 12 years of age and under.

(4) "Criminal background check" means the investigation of a person's criminal history through the record systems of the Federal Bureau of Investigation and the District of Columbia Metropolitan Police Department.

(5) "District" means the District of Columbia.

(6) "Employee" means an individual who is employed on a full-time, part-time, temporary, or contractual basis by a District agency that provides direct services to children and youth.

(7) "FBI" means Federal Bureau of Investigation.

(8) "MPD" means the District of Columbia Metropolitan Police Department.

(9) "Volunteer" means any individual who works without any monetary or any other financial compensation for any District agency that provides direct services to children and youth.

(10) "Youth" means individuals between 13 and 17 years of age, inclusive.

Sec. 203. Criminal background checks required for certain individuals.

The following individuals shall apply for criminal background checks in accordance with the requirements of section 205(a):

(1) Each applicant who is under consideration for employment, either compensated or voluntary, by any public or private District agency that provides direct services to children and youth, as defined by regulations promulgated pursuant to section 208.

(2) Each person who is employed by any public or private District agency that provides direct services to children and youth, as defined by regulations promulgated pursuant to section 208.

(3) Each applicant under consideration for employment by the Child Support Enforcement Division of the Office of Corporation Counsel, as defined by regulations promulgated pursuant to section 208.

(4) Each person employed by the Child Support Enforcement Division of the Office of the Corporation Counsel, as defined by regulations promulgated pursuant to section 208.

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Sec. 204. Authorization to obtain records.

(a) The Mayor is authorized to obtain criminal history records maintained by the Federal Bureau of Investigation and the Metropolitan Police Department and traffic records maintained by the Department of Motor Vehicles to investigate a person applying for employment, in either a compensated or a volunteer position, or current employees and volunteers of public and private agencies that provide direct services to children and youth.

(b) Before any applicant for employment, in either a compensated or a volunteer position, with an agency providing direct services to children and youth may be offered a position, the Mayor or the private agency shall inform the applicant that a criminal background check must be conducted on him or her, and in the case of an employee or volunteer who is required to drive a motor vehicle to transport children in the course of performing his or her duties, a traffic record check must also be conducted.

(c) The Mayor is authorized to obtain criminal history records maintained by the Federal Bureau of Investigation and the Metropolitan Police Department and traffic records maintained by the Department of Motor Vehicles to investigate a person employed by the Child Support Enforcement Division of the Office of Corporation Counsel.

(d) Before any applicant for employment with the Child Support Enforcement Division of the Office of the Corporation Counsel may be offered a position, the Mayor shall inform the applicant that a criminal background check must be conducted on him or her, and in the case of an employee who is required to drive a motor vehicle to transport children in the course of performing his or her duties, a traffic record check must also be conducted.

Sec. 205. Criminal background checks required before offer of employment.

(a) An individual described in section 203 shall not be offered employment until a criminal background check has been conducted on that person and the person is determined to meet the requirements of this title. The individual shall submit to a criminal background check by means of fingerprint and National Criminal Information Center checks conducted by the Mayor and the FBI. The individual shall provide a complete set of legible fingerprints on a fingerprint card, in a form approved by the FBI. These fingerprints shall be available for use by the Mayor and the FBI to conduct a local and national criminal history record check of the individual.

(b) The Mayor shall conduct a criminal background check once the applicant has provided:

- (1) A set of qualified fingerprints;
- (2) Written approval authorizing the Mayor to conduct a criminal background check;
- (3) A confirmation that he or she has been informed by the Mayor or the District agency that the Mayor is authorized to conduct a criminal background check on the applicant;

(4) Any additional identification that is required, such as name, social security number, birth date, and gender;

(5) An affirmation that he or she has not been convicted of a crime in the District of Columbia or in any other state or territory, for any of the following felony offenses or their equivalent in another state or territory:

- (A) Murder, attempted murder, manslaughter or arson;
- (B) Assault, battery, assault and battery, assault with a dangerous weapon, mayhem, or threats to do bodily harm;
- (C) Burglary;
- (D) Robbery;
- (E) Kidnapping;
- (F) Theft, fraud, forgery, extortion, or blackmail;
- (G) Illegal use or possession of a firearm;
- (H) Trespass or injury to property;
- (I) Rape, sexual assault, sexual battery, or sexual abuse;
- (J) Child abuse or cruelty to children; or
- (K) Unlawful distribution or possession of, or possession with intent to distribute, a controlled substance;

(6) An acknowledgment that the Mayor or the District agency has notified the applicant of the applicant's right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report; and

(7) An acknowledgment that the Mayor or the District agency may choose to deny the applicant employment or a volunteer position based on the outcome of the criminal background check.

(c) Each employee or volunteer shall be required to submit to periodic criminal background checks while employed by or volunteering at any District agency covered by this title.

Sec. 206. Establishment of office to conduct criminal background checks.

The Mayor shall establish a District government office to conduct the criminal background checks, including the fingerprinting of individuals required by section 205. The office shall be staffed, at minimum, by one FBI-approved person to fingerprint applicants for criminal background checks and one person to provide clerical services. The office shall conduct criminal background checks in accordance with FBI policies and procedures and shall be housed in an FBI-approved environment.

Sec. 207. Confidentiality of information to be maintained.

All criminal background records received by the Mayor shall be confidential and are for the exclusive use of making employment-related determinations under this title. The records

shall not be released or otherwise disclosed to any person except when:

- (1) Required as one component of an application for employment with a District agency covered under this title;
- (2) Requested by the Mayor or his or her designee during an official inspection or investigation;
- (3) Ordered by a court;
- (4) Authorized by the written consent of the person being investigated; or
- (5) Utilized for a corrective or adverse action in a personnel proceeding.

Sec. 208. Rules.

The Mayor, pursuant to Title I of the District of Columbia Administrative Procedure Act, approved October 21, 1968 (82 Stat. 1204; D.C. Official Code § 2-501 *et seq.*), shall issue rules to implement the provisions of this title. The rules shall include:

- (1) Standards for determining whether public or private agencies are required to comply with the requirements of this title;
- (2) Procedures for agencies to challenge the determination that they are required to comply with this title;
- (3) Procedures for an applicant or employee to challenge allegations that he or she committed a proscribed offense;
- (4) A sliding fee schedule for the payment of the cost of criminal background checks; and
- (5) A description of the corrective or adverse actions that may be taken against an agency or employee that violates the provisions of this title.

Sec. 209. Submission of names of public and private agencies that provide direct services to children and youth.

(a) Each District government agency shall submit to the Mayor the names of any public or private agency that provides direct services to children and youth with employees or volunteers that it believes should be subject to the criminal background check requirements of this title within 30 days of March 26, 2002.

(b) The Mayor shall publish a notice in the District of Columbia Register requesting that District residents and agencies submit the names of public and private agencies that provide direct services to children and youth and whose employees and volunteers should be subject to the criminal background check requirements of this title within 45 days from the date of publication of the notice.

Sec. 210. Assessment of information on public and private agencies.

The Mayor shall review the information on public and private agencies submitted pursuant to section 209 and any other available information to make a decision on the agencies that will be required to comply with this title.

Sec. 211. Notice to agencies for employees and volunteers to obtain criminal background checks.

(a) The Mayor shall publish in the District of Columbia Register a notice that applicants for employment with and employees of clearly identified private agencies that provide direct services to children and youth are required to apply for criminal background checks within 45 days from the date of publication of the notice.

(b) The notice shall inform agencies subject to the requirements of this title of the location of the office in which applications for criminal background checks are to be made.

Sec. 212. Licensure requirements and reimbursement for cost of criminal background checks.

(a) Prior to the issuance or the renewal of any license for an agency that provides direct services to children and youth to operate, the agency shall provide evidence that criminal background checks have been conducted on its employees and volunteers who provide direct services to children and youth. A license shall not be issued or renewed for any private agency that has employees or volunteers who provide direct services to children and youth in the District of Columbia and who have not had criminal background checks.

(b) The Mayor shall establish, by regulation, a sliding fee schedule for the payment of the cost of criminal background checks by public and private agencies in the District of Columbia.

Sec. 213. Penalty for providing false information.

An applicant for employment or a volunteer position with any District agency that provides direct services to children and youth who provides false information in the course of applying for the position shall be subject to prosecution pursuant to section 404 of the District of Columbia Theft and White Collar Crimes Act of 1982, effective December 1, 1982 (D.C. Law 4-164; D.C. Official Code § 22-2405).

Sec. 214. Penalties for disclosing confidential information.

(a) An individual who discloses confidential information in violation of section 207 is guilty of a criminal offense and, upon conviction, shall be fined not more than \$1,000 or imprisoned for not more than 180 days, or both.

(b) Prosecutions for violations of this title shall be brought in the name of the District upon information by the Corporation Counsel.

TITLE III. CHILD HEALTH REQUIREMENTS.

Sec. 301. Short title.

This title may be cited as the "Uniform Child Health Screening Requirements and Reporting Form Temporary Act of 2004".

Sec. 302. Purpose.

The purpose of this legislation is:

- (1) To establish uniform health screening requirements for all children, from birth to 21 years of age, in the District of Columbia, regardless of their insurance status, including children who are wards of the District and children with special needs who reside or are receiving services in another state;
- (2) To improve the overall health status of all children by ensuring consistency in health screening and early detection of health problems and enabling children to obtain the necessary prevention, treatment, and intervention services at the earliest opportunity;
- (3) To reduce parental stress and increase parental satisfaction and compliance with health screening requirements by using a uniform health form for participation or enrollment in all child-related health, human or social services, and educational programs; and
- (4) To provide the Mayor with the information necessary to effectively plan, establish, and evaluate a comprehensive system of appropriate preventive services for children for early detection of potential health problems.

Sec. 303. Definitions.

For the purposes of this title, the term:

- (1) "Child-related educational program" means public and private schools, including pre-kindergarten, kindergarten, and special education.
- (2) "Child-related health program" means Medicaid, Children Health Insurance Program ("CHIP"), Healthy Start, Healthy Families, Early Intervention, and private health insurance.
- (3) "Child-related human or social services program" means child-care programs, children in foster care, Head Start, and Women, Infants and Children.
- (4) "Uniform health form" means a standardized form developed by the Mayor for use during periodic physical examinations of children.

Sec. 304. Establishment of uniform health screening requirements and forms.

- (a) The Mayor shall establish uniform health screening requirements consistent with the standards and schedules of the American Academy of Pediatrics for all children, from birth to 21 years of age, in the District of Columbia, regardless of insurance status, including children who are wards of the District and children with special needs who reside or who are receiving services in another state.

ENROLLED ORIGINAL

(b) The Mayor shall develop a uniform health form for enrollment of children in child-related health, human or social services, and educational programs.

Sec. 305. Payment for health screenings.

(a) An insurer's health benefits plan shall include the uniform health screening requirements for children from birth to age 21 years in the District, including children with special needs who reside or who are receiving services in another state.

(b) The enrollments for Medicaid, Head Start, Healthy Families, and CHIP are expanded to include the requirement of uniform health screenings for all children.

Sec. 306. Rules.

The Mayor, pursuant to Title 1 of the District of Columbia Administrative Procedure Act, approved October 21, 1968 (82 Stat. 1204; D.C. Official Code § 2-501 *et seq.*), may issue rules to implement the provisions of this title.

TITLE IV. AUTHORIZATION FOR THE DEPARTMENT OF HUMAN SERVICES TO TAKE CHILDREN INTO CUSTODY.

Sec. 401. Short title.

This title may be cited as the "Juvenile Protective Custody Temporary Act of 2004".

Sec. 402. Section 16-2309(a) of the District of Columbia Official Code is amended as follows:

Note,  
§ 16-2309

(a) Paragraph (7) is amended by striking the word "or" at the end.

(b) Paragraph (8) is amended by striking the period at the end and inserting the phrase "; or" in its place.

(c) A new paragraph (9) is added to read as follows:

"(9) by the Director of the Department of Human Services when a child committed to the legal custody of the Department of Human Services absconds from a community-based placement or violates any of the terms of his or her aftercare placement. For the purposes of this paragraph, the term "aftercare placement" means the placing of a child who has been committed to the legal custody of the Department of Human Services in the community under the supervision of a trained social worker."

TITLE V. ESTABLISHMENT OF THE D.C. EARLY INTERVENTION PROGRAM.

Sec. 501. Short title.

This title may be cited as the "D.C. Early Intervention Program Establishment Temporary Act of 2004".

Sec. 502. Purpose.

The purpose of this legislation is:

- (1) To enhance the development of infants and toddlers with disabilities and to minimize their potential for developmental delay;
- (2) To reduce the educational costs to our society, including our schools, by minimizing the need for special education and related services after infants and toddlers with disabilities reach school age;
- (3) To minimize the likelihood for institutionalization of individuals with disabilities and maximize the potential for their independent living in society;
- (4) To enhance the capacity of families to meet the special needs of their infants and toddlers with disabilities;
- (5) To establish collaborative activities among agencies of the District of Columbia that administer programs relating to young children to maximize the quality of early intervention services; and
- (6) To enhance the capacity of city agencies and service providers to identify, evaluate, and meet the special needs of historically under-represented populations, particularly minorities, low-income, and inner-city populations.

Sec. 503. Establishment of Early Intervention Program and Interagency Coordinating Council.

(a) There is established in the District of Columbia an Early Intervention Program ("Program") to provide early intervention services to infants and toddlers, from birth through 2 years of age, and their families. The Program will be administered and supervised by a lead agency designated by the Mayor. The services shall be provided in accordance with the requirements of the Individuals with Disabilities Education Act, approved June 4, 1997 (111 Stat. 37; 20 U.S.C. §§ 1400 *et seq.*).

(b) There is established an Interagency Coordinating Council to advise and assist the Mayor with the implementation of the Program, including the establishment of interagency agreements.

Sec. 504. Rules.

The Mayor, pursuant to Title I of the District of Columbia Administrative Procedure Act, approved October 21, 1968 (82 Stat. 1204; D.C. Official Code § 2-501 *et seq.*), may issue rules to implement the provisions of this title.

TITLE VI. ASSIGNMENT OF NURSES TO PUBLIC CHARTER SCHOOLS.

Sec. 601. Short title.

This title may be cited as the "Public Charter School Nurse Assignment Temporary Amendment Act of 2004".

ENROLLED ORIGINAL

Sec. 602. Section (2)(a) of the District of Columbia Public School Nurse Assignment Act of 1987, effective December 10, 1987 (D.C. Law 7-45; D.C. Official Code § 38-621(a)), is amended by adding the phrase "and public charter" after the word "public".

Note,  
§ 38-621

TITLE VII. DRUG FREE ZONES WITHIN 1000 FEET OF PUBLIC CHARTER SCHOOLS.

Sec. 701. Short title.

This title may be cited as the "Public Charter Schools Drug Free Temporary Amendment Act of 2004".

Sec. 702. Section 407a of the District of Columbia Uniform Controlled Substances Act of 1981, effective March 21, 1995 (D.C. Law 10-229; D.C. Official Code § 48-904.07a(a)), is amended by adding after the phrase "secondary school," the phrase "public charter school,".

Note,  
§ 48-904.07a

TITLE VIII. POSTSECONDARY EDUCATION TAX CHECK-OFF FOR NEEDY INDIVIDUALS.

Sec. 801. Short title.

This title may be cited as the "Postsecondary Education Assistance Trust Fund Tax Check-Off Temporary Act of 2004".

PART A

Sec. 802. Definitions.

For the purposes of this title, the term:

- (1) "District" means the District of Columbia.
- (2) "Needy Families" means any family that qualifies for federal assistance as defined by the guidelines in the Federal Application for Student Financial Aid.
- (3) "Tax check-off" means the postsecondary education assistance tax check-off system established in D.C. Official Code § 47-1812.11c.
- (4) "Trust Fund" means the Postsecondary Education Assistance Trust Fund established in section 803.

Sec. 803. Establishment of the Postsecondary Education Assistance Trust Fund.

(a) There is established a Postsecondary Education Assistance Trust Fund into which shall be deposited the funds generated by the tax check-off established by D.C. Code § 47-1812.11c and any other funds generated by the Trust Fund's Board of Directors.

(b) The Trust Fund shall be used to assist needy residents of the District of Columbia in pursuing postsecondary education opportunities.

Sec. 804. Establishment of Board of Directors.

(a) A self-perpetuating Board of Directors is established to manage the affairs of the Trust Fund. The Board of Directors shall consist of 11 members. The D.C. Treasurer, the Director of the Department of Human Services, and the Director of the Office of Postsecondary Education, Research and Assistance shall serve as ex-officio members of the Board of Directors. The remaining 8 members shall include parents of individuals who qualify to receive trust funds and representatives of organizations who have demonstrated a knowledge of postsecondary education and who reflect a diversity of gender and ethnicity.

(b) The D.C. Treasurer, the Director of the Department of Human Services, and the Director of the Office of Postsecondary Education, Research and Assistance shall serve terms as members of the Board of Directors for the same duration as the terms of their respective offices.

(c) The 8 initial nongovernmental members shall serve the following terms: 2 members shall serve 3 years; 3 members shall serve 2 years; and 3 members shall serve one year.

(d) The 8 initial nongovernmental members shall be appointed by the Mayor.

(e) If one of the 8 initial nongovernmental members is unable to serve or is removed, the remaining members shall select a replacement member according to the representational requirements of subsection (a) of this section.

(f) The Board of Directors shall appoint nongovernmental replacement members so that subsequent Board of Directors meet the representational requirements of subsection (a) of this section and the bylaws adopted by the Board of Directors. A succeeding member shall serve the balance of the term of the member that he or she succeeds if the term has not expired. A succeeding member who succeeds a member whose term has expired shall serve a term of 3 years. No member shall serve more than 2 consecutive terms, whether partial or full.

(g) Members shall be compensated only for out-of-pocket expenses incurred in the performance of their responsibilities as members of the Board of Directors.

(h) The Board of Directors shall elect a chairperson from among its members. The Board of Directors may elect other officers and form committees as it considers appropriate.

(i) A member may be removed by a 2/3 vote of the remaining members.

Sec. 805. Powers and responsibilities of the Board of Directors.

The Board of Directors shall:

- (1) Administer the Trust Fund;
- (2) File such papers as may be required by the Recorder of Deeds of the District of Columbia;
- (3) Have the power to adopt, amend, or repeal bylaws for operation of the Trust Fund;
- (4) Meet not less than quarterly, at a time to be determined;
- (5) Assess the needs of postsecondary educational programs in the District;

- (6) Develop and implement program recommendations to assist residents with the cost of postsecondary education;
- (7) Develop and implement proposal solicitations and establish criteria for the awarding of grants to assist the postsecondary educational needs of District residents;
- (8) Review, approve, and monitor the expenditures of the Trust Fund and postsecondary education programs;
- (9) Provide information to the public about the purpose and work of the Trust Fund;
- (10) Hire and monitor an executive director for the Trust Fund; and
- (11) Invite comments and recommendations at least annually from interested postsecondary educational coalitions and community organizations on the Trust Fund's program plans.

Sec. 806. Administration of Trust Fund.

- (a) Administrative expenses shall not exceed 10% of the funds available in the Trust Fund.
- (b) One year after its original formation, the Board of Directors shall develop a District-wide plan for the distribution of funds from the Trust Fund. The Board of Directors shall develop subsequent plans before September 30th of each year. The purpose of the annual plan is to assure that the funds are awarded to needy District residents.
- (c) The Board of Directors shall distribute funds that are generated by the tax check-off system established in D.C. Official Code § 47-1812.11c on a regular schedule, as determined by the Board.
- (d) The Board of Directors shall publish guidelines pursuant to which students who are residents of the District of Columbia may apply for funds to pursue secondary educational opportunities.
- (e) By September 30th of each year, the Board of Directors shall publish an estimated projection of funds generated by the tax check-off based on the income tax returns filed by April 15th of each year.
- (f) The Board of Directors shall submit an annual financial report to the Mayor and the Council no later than March 1st of each year.
- (g) The Board of Directors shall publicize the availability of a tax check-off for students who need postsecondary education assistance. The Mayor shall assist the Board of Directors in educating the public regarding the tax check-off and taxpayer participation in the tax check-off.
- (h) The Board of Directors shall take any necessary steps to encourage the federal government to match the funds generated through the tax check-off.
- (i) The Board of Directors may recommend other means to generate funds to assist needy families with postsecondary education opportunities.

(j) The Board of Directors shall encourage collaborative efforts and foster a public-private partnership in the development of postsecondary education programs.

(k) The Board of Directors shall advise the Mayor and the Council on the actions needed to insure effective funding for postsecondary education for needy families.

Sec. 807. Rules of procedure; contributions.

(a) The Board of Directors may develop rules of organization and procedure pursuant to Title I of the District of Columbia Administrative Procedure Act, approved October 21, 1968 (82 Stat. 1204; D.C. Official Code § 2-501 *et seq.*).

(b) The Board of Directors shall encourage and is authorized to accept in-kind contributions from public or private agencies.

(c) The Board of Directors shall publish a list of grant awards in an annual report. The Board of Directors shall request the assistance of the media in publicizing to the general public the grant awards.

Sec. 808. Rules.

(a) The Mayor, pursuant to Title I of the District of Columbia Administrative Procedure Act, approved October 21, 1968 (82 Stat. 1204; D.C. Official Code § 2-501 *et seq.*), shall issue rules to implement the provisions of this title.

(b) The rules shall include standards for:

- (1) The transfer of funds to the Trust Fund; and
- (2) The reimbursement of costs incurred by the Mayor in the collection, processing, accounting, or disbursement of the funds generated by the tax check-off.

Sec. 809. Applicability.

The provisions of this title shall apply to any tax year beginning after December 31, 2001.

Sec. 810. Dissolution.

Except as otherwise provided in a contract or legacy transferring or loaning property to the Trust Fund, upon dissolution of the Trust Fund, all remaining assets shall be transferred to the Mayor. The Mayor shall make every effort to use the assets to provide postsecondary education assistance to needy families.

PART B

Sec. 831. Chapter 18 of Title 47 of the District of Columbia Official Code is amended by adding a new section 47-1812.11c to read as follows:

"§ 47-1812.11c. Postsecondary Education Assistance Tax Check-Off.

"(a) There shall be provided on the District of Columbia individual income tax return a voluntary check-off that indicates an individual may contribute a minimum of \$1 to the

Postsecondary Education Assistance Trust Fund ("Trust Fund") established pursuant to section 803 of the Postsecondary Education Assistance Trust Fund Tax Check-Off Temporary Act of 2004. The contribution shall reduce any refund owed to the individual taxpayer or increase the taxes owed by the individual taxpayer on the taxpayer's income tax return. The funds generated from the tax check-off shall be earmarked for the Trust Fund except that any cost incurred by the Mayor in the collection, processing, accounting, or disbursement of the funds generated by the tax check-off shall be reimbursed to the Mayor from the funds generated by the tax check-off.

"(b) The funds generated by the tax check-off established by subsection (a) of this section shall be transferred to the Trust Fund pursuant to rules issued by the Mayor that establish timetables and procedures for transfer. Check-off funds shall be transferred to the Trust Fund only after the costs of the Mayor described in subsection (a) of this section are reimbursed.

"(c)(1) Except as provided in paragraph (2) of this subsection, any unpaid District income tax liability on an individual income tax return shall render any voluntary tax check-off election void. Any amount paid for the purpose of contributing to the Trust Fund shall be used first to satisfy any unpaid tax liability, in whole or part.

"(2) Any amount that remains after satisfaction of the unpaid tax liability shall be transferred to the Trust Fund.

"(d) The provisions of this section shall apply to any tax year beginning after December 31, 2001."

#### TITLE IX. APPROPRIATIONS.

Sec. 901. This act shall be subject to the availability of appropriations.

#### TITLE X. FISCAL IMPACT STATEMENT.

Sec. 1001. (a) The Council adopts the fiscal impact statement submitted by the Chief Financial Officer as the fiscal impact statement required by section 602(c)(3) of the District of Columbia Home Rule Act, approved December 24, 1973 (87 Stat. 813; D.C. Official Code § 1-206.02(c)(3)).

(b) With respect to Title V, the adoption of this act has no fiscal impact.

(c) With respect to Title VIII, the adoption of this act has no fiscal impact because:

(1) All monies generated by the tax check-off, and expended pursuant to the Postsecondary Education Assistance Trust Fund Tax Check-off Temporary Act of 2004, will come from donations by individual taxpayers; and

(2) All administrative cost incurred by the District in collecting, processing, accounting, or disbursing the funds generated by the tax check-off will be paid for by the monies generated by the tax check-off.

#### TITLE XI. EFFECTIVE DATE.

Sec. 1101. (a) This act shall take effect following approval by the Mayor (or in the event

ENROLLED ORIGINAL

of veto by the Mayor, action by the Council to override the veto), a 30-day period of Congressional review as provided in section 602(c)(1) of the District of Columbia Home Rule Act, approved December 24, 1973 (87 Stat. 813; D.C. Official Code § 1-206.02(c)(1)), and publication in the District of Columbia Register.

(b) This act shall expire after 225 days of its having taken effect.

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Chairman  
Council of the District of Columbia

---

Mayor  
District of Columbia

J.11

**COST/PRICE DISCLOSURE CERTIFICATE**



Office of Contracting  
& Procurement

\*\*\* Government of the  
District of Columbia

COST / PRICE DISCLOSURE CERTIFICATION

RFP Number: POFA-2004-R-0004 Closing Date: APRIL 18, 2005

Caption: DCPS SECURITY & RELATED SVS Total Proposed Amount: 75,735,169.00

The undersigned TYRONE A. THOMPSON, PRESIDENT

(please print name and title of offeror's authorized signatory) hereby certifies that, to the best of my knowledge, the cost and pricing data (i.e. at the time of price agreement this certification represents that all material facts of which prudent buyers and sellers would reasonably expect to affect price negotiations in any significant manner) submitted was accurate, complete, and current as of APRIL 18, 2005 (date of RFP closing or conclusion of negotiations as appropriate).

The undersigned further agrees that it is under a continuing duty to update cost or pricing data through the date that negotiations, if any, with the District are completed. The undersigned further agrees that the price, including profit or fee, will be adjusted to exclude any significant price increases occurring because the cost or pricing data was inaccurate, incomplete or not current. (See D.C. Procurement Regulations, 27 DCMR, Chapter 6, Section 699, Chapter 16, Section 1624; and Section 32 of the Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, October 1, 1999, as amended).

Signed: [Signature] Date: APRIL 18, 2005

Title: PRESIDENT

Company: HAWK ONE SECURITY, INC.

Address: 3127 MLK AVENUE, SE

WASHINGTON, DC 20032

DUNS #: 79-7266673

Phone: 202-783-4060

Fax: 202-783-0296

SECTION K

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

**K.1 TAX CERTIFICATION**

Each Offeror must submit with its offer, a sworn Tax Certification Affidavit incorporated herein as Attachment J. 5.

**K.2 AUTHORIZED NEGOTIATORS**

The Offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

TYRONE A. THOMPSON, PRESIDENT (202) 783-4060  
\_\_\_\_\_  
\_\_\_\_\_

**K.3 TYPE OF BUSINESS ORGANIZATION**

K.3.1 The Offeror, by checking the applicable box, represents that

(a) It operates as:

- a corporation incorporated under the laws of the State of \_\_\_\_\_  
 an individual,  
 a partnership  
 a nonprofit organization, or  
 a joint venture, or

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

- an individual  
 a joint venture, or  
 a corporation registered for business in

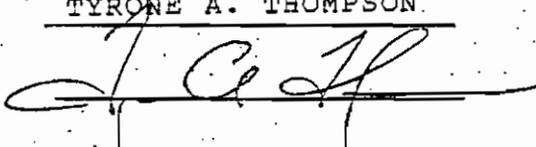
\_\_\_\_\_  
(Country)

## D.C. PUBLIC SCHOOLS SECURITY AND RELATED SERVICES

**K.4 EMPLOYMENT AGREEMENT**

For all offers over \$100,000, except for those in which the Offeror is located outside the Washington Metropolitan Area and will perform no work in the Washington Metropolitan Area, the following certification is required (see Clause 28 of the Standard Contract Provisions). The Offeror recognizes that one of the primary goals of the District government is the creation of job opportunities for bona fide District residents. Accordingly, the Offeror agrees to pursue the District's following goals for utilization of bona fide residents of the District of Columbia with respect to this contract and in compliance with Mayor's Order 83-265: (1) at least 51% of all jobs created as a result of this contract are to be performed by employees who are residents of the District of Columbia and (2) at least 51% of apprentices and trainees shall be residents of the District of Columbia registered in programs approved by the D.C. Apprenticeship Council. The Offeror also agrees to notify all prospective subcontractors, prior to execution of any contractual agreements, that the subcontractors are expected to implement Mayor's Order 83-265 in their own employment practices. The Offeror understands and will comply with the requirements of The Volunteer Apprenticeship Act of 1978, D.C. Code Official sec. 32-1401 et seq., and the First Source Employment Agreement Act of 1984, D.C. Official Code sec. 2-219.01 et seq.

The Offeror certifies that it intends to enter into a First Source Employment Agreement with the District of Columbia Department of Employment Services (DOES). Under this First Source Employment Agreement, the Offeror will use DOES as the first source for recruitment and referral of any new employees. The Offeror shall negotiate the First Source Employment Agreement directly with DOES. Nothing in this certification or the First Source Employment Agreement shall be construed as requiring the Offeror to hire or train persons it does not consider qualified based on standards the Offeror applies to all job applicants.

Name TYRONE A. THOMPSON Title PRESIDENT  
 Signature  Date 10/07/04

**K.5 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS**

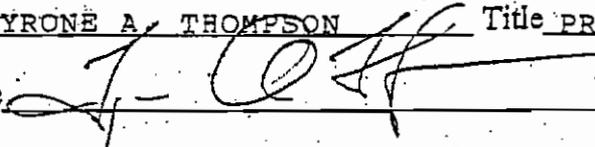
Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part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

## D.C. PUBLIC SCHOOLS SECURITY AND RELATED SERVICES

the Offeror for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror HAWK ONE SECURITY, INC. Date 10/07/04

Name TYRONE A. THOMPSON Title PRESIDENT

Signature 

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

#### K.6 WALSH-HEALEY ACT

If this contract is for the manufacture or furnishing of materials, supplies, articles, or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

- (a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). (41 U.S.C. 40) Learners, student learners, apprentices, and physically impaired workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (29 U.S.C. 214).

## D.C. PUBLIC SCHOOLS SECURITY AND RELATED SERVICES

**K.7 BUY AMERICAN CERTIFICATION**

The Offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Clause 29 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

**K.8 OFFICERS NOT TO BENEFIT CERTIFICATION**

Each Offeror shall check one of the following:

- X   No person listed in Clause 17 of the Standard Contract Provisions will benefit from this contract.
- \_\_\_\_\_ The following person(s) listed in Clause 17 may benefit from this contract. For each person listed, attach the affidavit required by Clause 17 of the Standard Contract Provisions.
- \_\_\_\_\_
- \_\_\_\_\_

**K.9 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

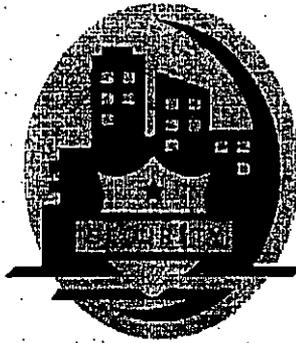
- (a) Each signature of the Offeror is considered to be a certification by the signatory in accordance with D.C. Official Code 2-303.16 that:
- 1) The prices in this Contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Offeror or competitor relating to:
    - (i) those prices,
    - (ii) the intention to submit a Contract, or
    - (iii) the methods or factors used to calculate the prices in the Contract;
  - 2) The prices in this Contract have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before Contract opening unless otherwise required by law; and

# PROPOSAL

**COPY**

## HAWK ONE SECURITY, INC.

3127 MARTIN LUTHER KING AVE., S.E.  
WASHINGTON, DC 20032



**RE: BEST AND FINAL OFFER (BAFO) IN RESPONSE TO SOLICITATION  
NUMBER #: POFA-2004-R-0004: FOR DCPS SECURITY AND RELATED  
SERVICES.**

**DUE DATE: APRIL 18, 2005 @ 10:00 AM**

**ISSUED BY: OFFICE OF CONTRACTING AND PROCUREMENT  
441 4<sup>TH</sup> STREET, N.W., SUITE 703 SOUTH  
WASHINGTON, D.C. 20001**

**ATTENTION: BID COUNTER**

**CONTACT PERSON: KEN MORROW  
(202) 724-2122**

**COVER LETTER**



## HAWK ONE SECURITY, INC.

1331 H STREET, N.W. SUITE 600 WASHINGTON, D.C. 20005  
OFFICE (202) 783-4060 FAX (202) 783-0296

15 April 2005.

Mr. Kenneth Morrow  
441 4<sup>th</sup> Street N.W., Suite 703 South  
Bid Counter  
Washington, D.C. 20001

RE: Response to Request for Best & Final Offer, RFP #POFA-2004-R-0004

Mr. Morrow,

Hawk One Security Inc. acknowledges receipt of Amendment 10, which requested the submission of the Best and Final Offer and Amendment 11 which extended the due date for submission of the Best and Final Offer to Monday, 18 April 2005.

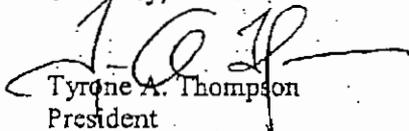
The Technical portion updates the information requested previously and incorporates the preparatory activities undertaken since the last submission. You will find we have been proactive in our approach to achieving optimum readiness to assume the duties and responsibilities associated with the Schools Security Contract.

The Pricing portion represents our final determination and presentation of the costs for the services to be provided with respect thereto.

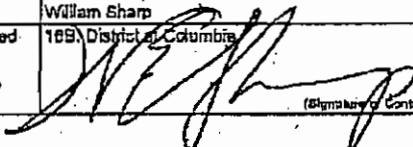
I trust you will find this recapitulation of costs acceptable.

We eagerly await your decision.

Sincerely,

  
Tyrone A. Thompson  
President

# AMENDMENTS

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. Contract Number	Page of Pages 1   3
2. Amendment/Modification Number Amendment No. 11	3. Effective Date 4/15/2005	4. Requisition/Purchase Request No.		5. Solicitation Caption DCPS Security and Related Services
6. Issued By: Office of Contracting and Procurement Professional and Human Care Services 441 4th Street, N.W. Suite 700 South Washington, DC 20001		7. Administered By (If other than line 6)		
B. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)  HAWK ONE SECURITY, INC. 3127 MARTIN LUTHER KING AVE., SE WASHINGTON, DC 20032		<input checked="" type="checkbox"/> 9A. Amendment of Solicitation No. POFA-2004-R-0004 <input checked="" type="checkbox"/> 9B. Dated (See Item 11) 3/7/2004 10A. Modification of Contract/Order No. AMENDMENT NO: 11 10B. Dated (See Item 13) APRIL 18 2005		
Code	Facility			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<p>The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 3 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
<b>12. Accounting and Appropriation Data (If Required)</b>				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14</b>				
A. This change order is issued pursuant to: (Specify Authority) The changes set forth in Item 14 are made in the contract/order no. in Item 10A.				
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in Item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3501.2.				
C. This supplemental agreement is entered into pursuant to authority of:				
D. Other: (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
<b>14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)</b>				
See continuation sheets.				
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect				
15A. Name and Title of Signer (Type or print) TYRONE A THOMPSON, PRESIDENT		16A. Name of Contracting Officer William Sharp		
15B. Name of Contractor HAWK ONE SECURITY, INC.		15C. Date Signed 04/18/05	16B. District of Columbia 	16C. Date Signed 15 APR 05
<small>(Signature of person authorized to sign)</small>		<small>(Signature of Contracting Officer)</small>		

NO. 5375 P. 2/4

APR 15 2005 3:33PM 202-727-0245-0CP

**TECHNICAL PROPOSAL/  
RESPONSES**

**CLARIFICATIONS REQUESTED FOR HAWK ONE PROPOSAL  
SOLICITATION #POFA-2004-R-0004**

14 April 2005

**What is your detailed plan for coverage of all will-call posts with temporary assigned personnel?**

Hawk One Security Inc. maintains a cadre of Part-Time Officers who constitute a human resources pool of qualified and trained personnel. These individuals are assigned fixed schedules which provide coverage for weekends and days off. They are also utilized to cover unscheduled absences within the Full-Time work force.

Should Hawk One Security Inc. be awarded the Schools Security contract, this pool of individuals will be increased so as to provide similar coverage dedicated to this contract. In addition, once we receive a program schedule of the DCPS Special Events Calendar, long term planning and specific tailoring of this personnel resource can be accomplished. This will minimize the impact of these requests on the Full-Time Staff thereby reducing the need for overtime. There will be sufficient redundancy within this resource to address any unscheduled support requirement which may arise.

The administration of will-call situations will be as follows:

- The will-call requirement is received from DCPS/MPD directed to the Project Manager. The request may be telephonic, however, it should be followed as soon as possible by hard copy i.e. FAX.
- The Project Manager will review the request with the appropriate Assistant Project Manager and Administrative Coordinator.
- The Assistant Project Manager will contact the appropriate Cluster Supervisor in whose area of responsibility the affected school, learning center or facility is located. The details of the request will be transmitted and any special instructions provided.
- The Administrative Coordinator will direct the activities of the Administrative Assistants in coordinating the personnel assignments from the Part-Time employee pool and developing an attendance roster for the site.
- The Cluster Supervisor will proceed to the site where detailed coordination with the principal or other senior administrative official will be finalized.

- Once the appropriate personnel have been assigned and the roster completed; the Administrative Coordinator will review the roster with the Assistant Project Manager. Once approved, a copy will be transmitted to the Cluster Supervisor by the most expeditious means i.e. FAX.
- The Project Manager will notify DCPS/MPD that the assignment of will-call officers has been completed and a copy of the roster transmitted by the most expeditious means i.e. FAX.
- The Cluster Supervisor will coordinate the assignment of a "supervisor" for this requirement, in the event it is other than the Cluster Supervisor him/herself or other designated individual.

The documentation and recording of events/incidents will be in accordance with the established policies and guidelines governing routine security operations.

Once the will call assignment has been completed; the Attendance Roster, will be verified by signature of the Cluster Supervisor and it will serve as documentation for billing purposes. A copy of the roster will be attached to the monthly invoice for the period in which the will-call services are performed.

**The incident reporting system required in Section C.2.6 will now be provided by DCPS. The requirement has been changed so that the contractor must provide data input, quality control and report generation services on the DCPS system. Please revise your proposal response accordingly.**

Given the aforementioned changes with respect to the incident reporting system; the new requirement indicates our primary response to be one of supplying the experienced and qualified personnel capable of using the system to be provided by DCPS. Lacking any information to the contrary; the character of the system implies that the required forms for reporting will be indigenous to the system itself thereby eliminating or at least reducing the need for redundant use of Hawk One Security Inc. hard copy documents. Although primary interface with the system will be by the administrative personnel, these being the Administrative Coordinator and Administrative Assistants; incidental users will include the Project Manager, Assistant Project Manager and Cluster Supervisors. Corporate Managers who should also be familiar with the system include the Director, Quality Assurance/Control and the Operations Manager.

The Proposal revision is as follows:

Hawk One Security Inc. will utilize the system to be provided by the DCPS for data input, quality control and report generation services.

The individuals who will utilize the system will receive an orientation, training and supporting training aids, manuals etc. to be coordinated through the DCPS.

Administrative forms and documents to be submitted in accordance with quality control, incidents and other reporting requirements will be found in the indigenous applications of the DCPS system.

The time parameters and other suspense dates associated with the reporting requirements as outlined in the solicitation remain unchanged.

**If you are awarded both the school security contract and another contract with a city agency, how is your staffing plan (including senior management) affected?**

Should Hawk One Security Inc. be awarded the school security contract as well as another contract with a city agency, our ability as a corporate entity to successfully manage both will not be adversely affected.

Hawk One Security Inc. currently manages 59% of the City Wide Security Services Contract. We have successfully done so for the past (3) three years and currently have responded to Solicitation #POAM-2004-R-0015-DW, City-Wide Security Services. In this response we have indicated our ability to successfully manage 100% of the security services requested. The management structure to support the current operation as well as the additional 41% is in place and functioning. This will not involve and apples to oranges comparison in security management operations but rather an extension of administration and control. As is customary, Hawk One Security Inc. will interview and evaluate those supervisory personnel working for the current contractor as to their suitability and willingness to transition to employment with our company.

Since our last response to this question; we have hired additional qualified and experienced Special Police Officers (SPO's) as well as promoted other from within. These individuals have completed a comprehensive Supervisory Training Course which has prepared them for leadership positions in an expanded City Wide Security Services Contract. We anticipate a renewed award for our current percentage and are hopeful of being awarded the remainder of this contract. We are confident our preparations to date will demonstrate our capability to successfully administer and manage an increased responsibility with respect thereto.

With regard to the school security contract; we have determined the current corporate structure sufficient to successfully manage any award made under this solicitation. Each member of the Hawk One Security Inc. Corporate Staff is capable and proficient in multi-tasking within their primary areas of expertise as well as supporting a "team" effort under the direction of or having received training from a subject matter expert. It is this particular strength in our organizational structure that will allow the successful integration of the schools security contract into the Hawk One Security Inc. organizational model. To a greater degree, the administration of the schools contract will be an "apples to apples" comparison in security services administration. Hawk One Security Inc. has clearly demonstrated its capabilities in this regard.

To a lesser degree, the schools security contract adds the additional element of providing these services within an environment where the majority of constituents served are composed primarily of children and adolescents.

It is this lesser degree to which a major emphasis has been placed in the acquisition of expertise, training and the formulation of policies, procedures and operational rules, regulations and guidelines for all Hawk One Security Inc. employees associated with this contract. We are currently partnering with Advanced Interactive Systems Inc., a nationally recognized leader in security training and integrated training systems to provide training models specific to the challenges of operating in a school environment.

In addition, we are looking to individual subject matter experts such as psychologists and counselors to serve on a consultant basis to provide specific training and guidance to our security staff on interaction with the various constituent age groups. Our focus will not only be on the training of the individual line officers but also on a "train the trainer" approach so that lessons learned can be reinforced and in turn, training for future employees can be provided internally. Our ability to receive serious consideration from individuals with regard to entering into consultative agreements will be greatly enhanced once the "proceed" authorization has been issued.

We have identified the personnel who will staff the headquarters management team for the Schools Security Contract. The combination of leadership, skills, experience and expertise these individuals bring to this endeavor will enable a credible autonomy of administration and operation. The Project Manager will report directly to the President, Hawk One Security Inc. Management of the contract will be effected at that level. The role of the Corporate Managers is one of support, both administrative and logistical, to the Project Manager and his team. The Corporate Director of Quality Assurance/Control advises the Project Manager, however, this individual also reports directly to the President, Hawk One Security Inc. and is independent of the Project Manager.

Again, as is our practice; we will interview and evaluate individuals currently in place within the supervisory staff of the current contractor given their experience. In this endeavor we have determined that our approach to contract administration, training and standards of performance will make retention of some individuals, in the current contract supervisory structure, a viable option. We are following up on employment leads and conducting interviews with both supervisory and line staff individuals with security experience in a school environment as well as those with considerable security experience that can readily be prepared in the start-up training phase of the operation.

In summary, Hawk One Security Inc. is capable of successfully supporting, managing and administering the schools security contract with the designated Project Management Team and current corporate senior management staff. Award of the schools contract will require the inclusion of specialized training at all levels appropriate to the environment as well as the consultative services of the indicated professionals. We are confident these augmentations to our standard security services will be in place and functioning within the period allotted from award to start-up.

**What is your plan for complying with the Child and Family Safety and Health Act, specifically regarding background checks and drug testing?**

Since our last response to this question; we have reviewed in detail, the requirements of the Child & Youth, Safety and Health Act. We have compared reconciled the requirements for background checks and mandatory Drug and Alcohol Testing under the D.C. Code with the Act and incorporated these requirements into Hawk One Security Inc. policies, procedures and employment criteria and standards.

Specific actions with regard to compliance with the Act as pertain to Amendment 9 to the RFP include the following:

In response to the requirements outlined in paragraph 3. Section C, item C.30.1, Requirements for Drug and Alcohol Testing, subparagraph a. of Amendment 9; it is the intention of Hawk One Security Inc. to procure the services of an independent contractor to manage the random selection and recordkeeping pertaining to the drug and alcohol testing program.

We will be utilizing have the following independent contractors who have the capability to meet the requirements as stated in paragraph 1. above. A copy of their United States Department of Health & Human Services certification will be requested prior to any contractual agreement being ratified:

- a. Buckley's Renewal Center
- b. Global Information Network Inc.
- c. B & W Stat Laboratory Inc.

We continue to assess the capabilities, service record and cost factors associated with other service providers in order to insure the most comprehensive, efficient and cost effective implementation of the Amendment specifications. It is our intention to enter into a service agreement with multiple service providers. This will provide some redundancy in the event our periodic requirements "overload" the capacity of a single provider. In addition, having more than a single provider expands the available geographic locations to which our personnel can be directed. This will not only afford some measure of convenience, but also decrease the individual officer's response time from notification to actual testing at the designated facilities.

In order to reduce the impact of random drug testing on the provision of services as relates to officer work schedules; Hawk One Inc. will coordinate the most advantageous windows of opportunity with the designated drug and alcohol testing contractor. These "windows" are identified as specific periods when the staffing requirements are reduced i.e. Christmas, Spring and Summer breaks. The contractor's random selection of individuals for testing will not be compromised or altered in order to conform to these parameters.

In response to the requirements outlined in paragraph 3 Section C., item C.30.1, Requirements for Drug and Alcohol Testing, subparagraph b. of Amendment 9, Hawk One Security Inc. methodology for compliance with Section 2036 and the policies and procedures outlined in Sections 2032 and 2035 of the Child & Youth Safety Act are outlined in our updated policy "Employee Screening" which is provided as Annex A to this response.

In accordance with paragraph 3., Section C, item C.3.30.2, Requirements for Criminal Background Checks, subparagraph (a), 1), 2), 3) and 4) of Amendment 9; Hawk One Security Inc. acknowledges its status as defined in 1). All persons identified in 2), 3), and 4) will undergo a Criminal Background Check. Pursuant to discussions during our last meeting; the Criminal Background Checks will be performed by the District of Columbia Metropolitan Police Department. Details and final coordination have not as yet been completed. In accordance with subparagraph (b); periodic background checks will be conducted in accordance with the parameters established therein. In accordance with subparagraph (c), (d) and (e); the Director of Human Resources will conduct the review of the returned Criminal Background Checks against the standards listed therein. The President, Hawk One Security Inc. will be notified of any positive notation regarding the listed offenses. All actions with respect thereto will be conducted in accordance with the "confidentiality" policies of the company and those outlined in the Section 207 of the Act.

Hawk One Security will comply with the standard for the provision of the employee listing identifying those employees who are approved as individuals who meet the Act criminal background check requirements as indicated in paragraph 5., item C.6.3 of Amendment 9.

Given the involvement of the Metropolitan Police Department in the conduct of the Criminal Background Checks; Hawk One Security Inc. will forgo the use of independent contractors to fulfill this requirement.

**Do you understand the timeframe for delivery of a transition plan at Section C.29 after contract award and can you comply with it?**

Hawk One Security Inc. fully understands the requirements of the Transition Plan and the delivery date with respect thereto. To this end, we have made the Transition Plan as detailed as possible with the identification of specified time frames for the accomplishment of those tasks that will be mandated under the terms of the contract.

The plan also addresses those internal activities which include our organizational suspense dates for absorbing the increased corporate and administrative responsibilities of either or both contracts.

The only adjustment to the Transition Plan is the inclusion of a specific orientation period for those individuals who will interface with the DCPS provided Incident Reporting System to include incidental users and others identified for access. Given our requirement that administrative and supervisory personnel have a working knowledge of computer systems and data entry, we estimate a comprehensive orientation to the system would take (1) one business day for primary users and a (4) four block of orientation for incidental users and those training for familiarization.

We have completed a final review of the plan and adjustments have been made to reflect the revised authorization to proceed and projected start date.

The Transition Plan is complete and therefore, we can comply with the (3) three day post award suspense date. In accordance with Amendment 11, Section C.29.1, subparagraph c.; the transition can be completed within (45) forty-five days of contract award.

HAWK ONE SECURITY, INC.

DCPS SECURITY SERVICES CONTRACT STAFF QUALIFICATION MATRIX

	RFP Requirement for Cluster Supervisor	[REDACTED]	[REDACTED]	[REDACTED]
SPO license	Active license	Yes	Yes	Yes
Firearm eligible	If required	Yes	Yes - current armed status	Yes - current armed status
Work experience	4 years managerial or school-based security	9 years school security	8 years security	4 years security
Law enforcement experience	5 years	25 years law enforcement	8 years corrections	4 years military
Supervisory experience	2 years	7 years	2 years	2 years
Key contract personnel	Work exclusively on DCPS contract	Yes	Yes	Yes

R(a)(2)

HAWK ONE SECURITY, INC.

DCPS SECURITY SERVICES CONTRACT STAFF QUALIFICATION MATRIX

SPO license	RFP Requirement for Project Mgr Meet the requirements for licensing	Yes
Firearm eligible	If required	Yes
Work Experience in Security / Law Enforcement	15 years	15 years security
Management/Supervisory Experience	4 years, incl supervising at least 350 employees	15 years as manager, supervised 300
School security experience	Experience managing, interacting with school security staffs	None
Key contract personnel	Work exclusively on DCPS contract	Yes

SPO license	RFP Requirement for Asst Project Manager Able to meet the qualifications for licensing	Yes
Firearm eligible	If required	Yes
Work Experience in Security / Law Enforcement	10 years	25 years law enforcement
Supervisory Experience	4 years, including supervising at least 350 employees	10 years
School security experience	Experience managing, interacting with school security staffs	None
Key contract personnel	Work exclusively on DCPS contract	Yes

R(a)(2)

**COST/PRICE DISCLOSURE  
CERTIFICATION**

**PRICE PROPOSAL  
RESPONSES**

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**BASE PERIOD (Twenty Four Months/Two Years)\***

\* All quantities in the base period are multiplied by 2

*Year Round - Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity*</u>	<u>Not To Exceed Total Price</u>
0001	Project Mgr. (Section C.5) (1)	hr.	\$ 59.94	3,840	\$ 230,169.60
0002	Asst. Project Mgr. (2) (Section C.5)	hr.	\$ 55.60	7,680	\$ 427,000.00
0003	Cluster Supervisor (8) (Section C.5, 3 Day, 1 Night/Shift and crossover in between guard post shifts)	hr.	\$ 35.57	30,720	\$ 1,092,710.40
0004	Admin. Coordinator (1) (Section C.5)	hr.	\$ 38.22	3,840	\$ 146,764.80
0005	Admin. Assistant (2) (Section C.5)	hr.	\$ 23.53	7,680	\$ 180,710.40
0006	DCPS Admin. Facilities-GI* #	hr.	\$ 23.32	19,200	\$ 447,744.00
0007	Gang Unit (Section C.5)	hr.	\$ 35.81	15,360	\$ 550,041.60
0008	S.A.V.E. Team (Section C.5)	hr.	\$ 35.81	15,360	\$ 550,041.60

\*GI - Guard I

\*GII- Guard II

# - See Attachment J.1 for locations

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*Year Round - Special Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0009	DCPS Transportation Facilities-GI* (24 hours/day) #	hr.	\$ <u>23.32</u>	70,080	\$ <u>1,634,265.60</u>

*School Year - Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0010A	Education Centers-GI #	hr.	\$ <u>23.32</u>	39,936	\$ <u>931,307.52</u>
0010B	Education Centers-GII** #	hr.	\$ <u>28.39</u>	6,144	\$ <u>174,428.16</u>
0011	Elementary Schools-GI #	hr.	\$ <u>23.32</u>	316,416	\$ <u>7,378,821.12</u>
0012	Special Education (G1)	hr.	\$ <u>23.32</u>	15,360	\$ <u>358,195.20</u>
0013A	Middle Schools-GI* #	hr.	\$ <u>23.32</u>	95,232	\$ <u>2,220,810.24</u>
0013B	Middle Schools-GII** #	hr.	\$ <u>28.39</u>	9,216	\$ <u>261,642.24</u>
0014A	Junior High Schools-GI #	hr.	\$ <u>23.32</u>	70,656	\$ <u>1,647,697.92</u>
0014B	Junior High Schools-GII #	hr.	\$ <u>28.39</u>	12,288	\$ <u>348,856.32</u>
0015A	Senior High Schools-GI #	hr.	\$ <u>23.32</u>	276,480	\$ <u>6,447,513.60</u>
0015B	Senior High Schools-GII #	hr.	\$ <u>28.39</u>	64,512	\$ <u>1,831,495.68</u>
0016	STAY-GI#	hr.	\$ <u>23.32</u>	12,288	\$ <u>286,556.16</u>
0017	Alternative Schools-GI #	hr.	\$ <u>23.32</u>	15,360	\$ <u>358,195.20</u>

\*GI - Guard I

\*GII- Guard II

# - See Attachment J.1 for locations

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*Summer - Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0018A	Education Centers-GI #	hr.	\$ 23.32	3,744	\$ 87,310.08
0018B	Education Centers-GII #	hr.	\$ 28.39	624	\$ 17,715.36
0019	Elementary Schools-GI #	hr.	\$ 23.32	32,136	\$ 749,411.52
0020	Special Education-GI #	hr.	\$ 23.32	1,248	\$ 29,103.36
0021A	Middle Schools-GI	hr.	\$ 23.32	8,424	\$ 196,447.68
0021B	Middle Schools-GII #	hr.	\$ 28.39	312	\$ 8,857.68
0022A	Junior High Schools-GI #	hr.	\$ 23.32	4,368	\$ 101,861.76
0022B	Junior High Schools-GII #	hr.	\$ 28.39	1,248	\$ 35,430.72
0023A	Senior High Schools-GI #	hr.	\$ 23.32	1,944	\$ 45,334.08
0023B	Senior High Schools-GII #	hr.	\$ 28.39	972	\$ 27,595.08
0024	Alternative Schools-GI #	hr.	\$ 23.32	624	\$ 14,551.68

\*GI - Guard I  
 \*GII - Guard II  
 # - See Attachment J.1 for locations

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*Special Activities - Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0025	Education Centers-GI* #	hr.	\$ 23.32	702	\$ 16,370.64
0026	Elementary Schools-GI #	hr.	\$ 23.32	12,052	\$ 281,052.64
0027	School Board # (GI)	hr.	\$ 23.32	1,440	\$ 33,580.80
0028	Middle Schools-GI #	hr.	\$ 23.32	6,280	\$ 146,449.60
0029	Junior High Schools-GI #	hr.	\$ 23.32	4,914	\$ 114,594.48
0030	Senior High Schools-GI #	hr.	\$ 23.32	31,824	\$ 742,135.68
0031	Alternative Schools-GI #	hr.	\$ 23.32	546	\$ 12,732.72

*Other Requirements<sup>2</sup>*

<u>CLIN</u>	<u>Description</u>	<u>Price Per CLIN Item Listed Below</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0032	Vehicle Acquisition/Maintenance (Section C.3)	\$ 24,625.00 (per vehicle)	16	\$ 394,224.00
0033	Random On-going Drug Testing (25% of employees/year) (Section C.3)	\$ 150 (Per employee)		\$ 30,000.00
0034	Continuing Professional Training (Section C.9.6)	\$ 500 (Per employee)		\$ 200,000.00

<sup>2</sup> CLINS 0032, 0033 and 0034 are for cost information purposes only. The costs for these items are to be both listed here and included in the Contractor's fully-loaded rates.

## OPTION YEAR 1

*Year Round - Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0101	Project Mgr. (Section C.5) (1)	hr.	\$ <u>59.94</u>	1,920	\$ <u>115,084.80</u>
0102	Asst. Project Mgr. (2) (Section C.5)	hr.	\$ <u>55.60</u>	3,840	\$ <u>213,504.00</u>
0103	Cluster Supervisor (8) (Section C.5, 3 Day, 1 Night/Shift and crossover in between guard post shifts)	hr.	\$ <u>35.57</u>	15,360	\$ <u>546,355.20</u>
0104	Admin. Coordinator (1) (Section C.5)	hr.	\$ <u>38.22</u>	1,920	\$ <u>73,382.40</u>
0105	Admin. Assistant (2) (Section C.5)	hr.	\$ <u>23.53</u>	3,840	\$ <u>90,355.20</u>
0106	DCPS Admin. <u>Facilities-GI* #</u>	hr.	\$ <u>23.32</u>	9,600	\$ <u>223,872.00</u>
0107	Gang Unit (Section C.5)	hr.	\$ <u>35.81</u>	7,680	\$ <u>275,020.80</u>
0108	S.A.V.E. Team (Section C.5)	hr.	\$ <u>35.81</u>	7,680	\$ <u>275,020.80</u>

\*GI - Guard I

\*GII - Guard II

# - See Attachment J.1 for locations

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*Year Round – Special Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0109	DCPS Transportation Facilities-GI* (24 hours/day) #	hr.	\$ 23.32	35,040	\$ 817,132.80

*School Year – Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0110A	Education Centers-GI #	hr.	\$ 23.32	19,968	\$ 465,653.76
0110B	Education Centers-GII** #	hr.	\$ 28.39	3,072	\$ 87,214.08
0111	Elementary Schools-GI #	hr.	\$ 23.32	158,208	\$ 3,689,410.56
0112	Special Education (G1)	hr.	\$ 23.32	7,680	\$ 179,097.60
0113A	Middle Schools-GI* #	hr.	\$ 23.32	47,616	\$ 1,110,405.12
0113B	Middle Schools-GII** #	hr.	\$ 28.39	4,608	\$ 130,821.12
0114A	Junior High Schools-GI #	hr.	\$ 23.32	35,328	\$ 823,848.96
0114B	Junior High Schools-GII #	hr.	\$ 28.39	6,144	\$ 174,428.16
0115A	Senior High Schools-GI #	hr.	\$ 23.32	138,240	\$ 3,223,756.80
0115B	Senior High Schools-GII #	hr.	\$ 28.39	32,256	\$ 915,747.84
0116	STAY-GI#	hr.	\$ 23.32	6,144	\$ 143,278.08
0117	Alternative Schools-GI #	hr.	\$ 23.32	7,680	\$ 179,097.60

\*GI - Guard I  
\*GII- Guard II

# - See Attachment J.1 for locations

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 Consolidated Pricing

*Summer - Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0118A	Education Centers-GI #	hr.	\$ <u>23.32</u>	1,872	\$ <u>43,655.04</u>
0118B	Education Centers-GII #	hr.	\$ <u>28.39</u>	312	\$ <u>8,857.68</u>
0119	Elementary Schools-GI #	hr.	\$ <u>23.32</u>	16,068	\$ <u>374,705.76</u>
0120	Special Education-GI #	hr.	\$ <u>23.32</u>	624	\$ <u>14,551.68</u>
0121A	Middle Schools-GI	hr.	\$ <u>23.32</u>	4,212	\$ <u>98,223.84</u>
0121B	Middle Schools-GII #	hr.	\$ <u>28.39</u>	156	\$ <u>4,428.84</u>
0122A	Junior High Schools-GI #	hr.	\$ <u>23.32</u>	2,184	\$ <u>50,930.88</u>
0122B	Junior High Schools-GII #	hr.	\$ <u>28.39</u>	624	\$ <u>17,715.36</u>
0123A	Senior High Schools-GI #	hr.	\$ <u>23.32</u>	972	\$ <u>22,667.04</u>
0123B	Senior High Schools-GII #	hr.	\$ <u>28.39</u>	486	\$ <u>13,797.54</u>
0124	Alternative Schools-GI #	hr.	\$ <u>23.32</u>	312	\$ <u>7,275.84</u>

\*GI - Guard I  
 \*GII - Guard II  
 # - See Attachment J.1 for locations

*Special Activities - Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0125	Education Centers-GI* #	hr.	\$ 23.32	351	\$ 8,185.32
0126	Elementary Schools-GI #	hr.	\$ 23.32	6,026	\$ 140,526.32
0127	School Board # (GI)	hr.	\$ 23.32	720	\$ 16,790.40
0128	Middle Schools-GI #	hr.	\$ 23.32	3,140	\$ 73,224.80
0129	Junior High Schools-GI #	hr.	\$ 23.32	2,457	\$ 57,297.24
0130	Senior High Schools-GI #	hr.	\$ 23.32	15,912	\$ 371,067.84
0131	Alternative Schools-GI #	hr.	\$ 23.32	273	\$ 6,366.36

*Other Requirements<sup>2</sup>*

<u>CLIN</u>	<u>Description</u>	<u>Price Per CLIN Item Listed Below</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0132	Vehicle Acquisition/Maintenance (Section C.3)	\$ 12,320 (per vehicle)	16	\$ 197,112.00
0133	Random On-going Drug Testing (25% of employees/year) (Section C.3)	\$ 75 (Per employee)		\$ 15,000.00
0134	Continuing Professional Training (Section C.9.6)	\$ 250 (Per employee)		\$ 100,000.00

<sup>2</sup> CLINS 0132, 0133 and 0134 are for cost information purposes only. The costs for these items are to be both listed here and included in the Contractor's fully-loaded rates.

\*GI - Guard I

\*GII- Guard II

# - See Attachment J.1 for locations

POFA-2004-R-0004-5  
 Section B  
 Consolidated Pricing

**OPTION YEAR 2**  
*Year Round - Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0201	Project Mgr. (Section C.5) (1)	hr.	\$ 59.94	1,920	\$ 115,084.80
0202	Asst. Project Mgr. (2) (Section C.5)	hr.	\$ 55.60	3,840	\$ 213,504.00
0203	Cluster Supervisor (8) (Section C.5, 3 Day, 1 Night/Shift and crossover in between guard post	hr.	\$ 35.57	15,360	\$ 546,355.20
0204	Admin. Coordinator (1) (Section C.5)	hr.	\$ 38.22	1,920	\$ 73,382.40
0205	Admin. Assistant (2) (Section C.5)	hr.	\$ 23.53	3,840	\$ 90,355.20
0206	DCPS Admin. Facilities-GI* #	hr.	\$ 23.32	9,600	\$ 223,872.00
0207	Gang Unit (Section C.5)	hr.	\$ 35.81	7,680	\$ 275,020.80
0208	S.A.V.E. Team (Section C.5)	hr.	\$ 35.81	7,680	\$ 275,020.80

\*GI - Guard I  
 \*GII- Guard II  
 # - See Attachment J.1 for locations

POFA-2004-R-0004-5  
 Section B  
 Consolidated Pricing

*Year Round - Special Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0209	DCPS Transportation Facilities-GI* (24 hours/day) #	hr.	\$ 23.32	35,040	\$ 817,132.80

*School Year - Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0210A	Education Centers-GI #	hr.	\$ 23.32	19,968	\$ 465,653.76
0210B	Education Centers-GII** #	hr.	\$ 28.39	3,072	\$ 87,214.08
0211	Elementary Schools-GI #	hr.	\$ 23.32	158,208	\$ 3,689,410.56
0212	Special Education (G1)	hr.	\$ 23.32	7,680	\$ 179,097.60
0213A	Middle Schools-GI* #	hr.	\$ 23.32	47,616	\$ 1,110,405.12
0213B	Middle Schools-GII** #	hr.	\$ 28.39	4,608	\$ 130,821.12
0214A	Junior High Schools-GI #	hr.	\$ 23.32	35,328	\$ 823,848.96
0214B	Junior High Schools-GII #	hr.	\$ 28.39	6,144	\$ 174,428.16
0215A	Senior High Schools-GI #	hr.	\$ 23.32	138,240	\$ 3,223,756.80
0215B	Senior High Schools-GII #	hr.	\$ 28.39	32,256	\$ 915,747.84
0216	STAY-GI#	hr.	\$ 23.32	6,144	\$ 143,278.08
0217	Alternative Schools-GI #	hr.	\$ 23.32	7,680	\$ 179,097.60

\*GI - Guard I

\*GII- Guard II

# - See Attachment J.1 for locations.

POFA-2004-R-0004-5  
Section B  
Consolidated Pricing

*Summer - Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0218A	Education Centers-GI #	hr.	\$ 23.32	1,872	\$ 43,655.04
0218B	Education Centers-GII #	hr.	\$ 28.39	312	\$ 8,857.68
0219	Elementary Schools-GI #	hr.	\$ 23.32	16,068	\$ 374,705.76
0220	Special Education-GI #	hr.	\$ 23.32	624	\$ 14,551.68
0221A	Middle Schools-GI	hr.	\$ 23.32	4,212	\$ 98,223.84
0221B	Middle Schools-GII #	hr.	\$ 28.39	156	\$ 4,428.84
0222A	Junior High Schools-GI #	hr.	\$ 23.32	2,184	\$ 50,930.88
0222B	Junior High Schools-GII #	hr.	\$ 28.39	624	\$ 17,715.36
0223A	Senior High Schools-GI #	hr.	\$ 23.32	972	\$ 22,667.04
0223B	Senior High Schools-GII #	hr.	\$ 28.39	486	\$ 13,797.54
0224	Alternative Schools-GI #	hr.	\$ 23.32	312	\$ 7,275.84

\*GI - Guard I  
\*GII - Guard II  
# - See Attachment J.1 for locations

POFA-2004-R-0004-5  
Section B  
Consolidated Pricing

*Special Activities – Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0225	Education Centers-GI* #	hr.	\$ 23.32	351	\$ 8,185.32
0226	Elementary Schools-GI #	hr.	\$ 23.32	6,026	\$ 140,526.32
0227	School Board # (GI)	hr.	\$ 23.32	720	\$ 16,790.40
0228	Middle Schools-GI #	hr.	\$ 23.32	3,140	\$ 73,224.80
0229	Junior High Schools-GI #	hr.	\$ 23.32	2,457	\$ 57,297.24
0230	Senior High Schools-GI #	hr.	\$ 23.32	15,912	\$ 371,067.84
0231	Alternative Schools-GI #	hr.	\$ 23.32	273	\$ 6,366.36

*Other Requirements<sup>2</sup>*

<u>CLIN</u>	<u>Description</u>	<u>Price Per CLIN Item Listed Below</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0232	Vehicle Acquisition/Maintenance (Section C.3)	\$ 12,320 (per vehicle)	16	\$ 197,112.00
0233	Random On-going Drug Testing (25% of employees/year) (Section C.3)	\$ 75 (Per employee)		\$ 15,000.00
0234	Continuing Professional Training (Section C.9.6)	\$ 250 (Per employee)		\$ 100,000.00

<sup>2</sup> CLINS 0232, 0233 and 0234 are for cost information purposes only. The costs for these items are to be both listed here and included in the Contractor's fully-loaded rates.

\*GI - Guard I  
\*GII- Guard II  
# - See Attachment J.1 for locations

POFA-2004-R-0004-5  
 Section B  
 Consolidated Pricing

**OPTION YEAR 3**  
*Year Round - Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0301	Project Mgr. (Section C.5) (1)	hr.	\$ <u>59.94</u>	1,920	\$ <u>115,084.80</u>
0303	Asst. Project Mgr. (2) (Section C.5)	hr.	\$ <u>55.60</u>	3,840	\$ <u>213,504.00</u>
0303	Cluster Supervisor (8) (Section C.5, 3 Day, 1 Night/Shift and crossover in between guard post shifts)	hr.	\$ <u>35.57</u>	15,360	\$ <u>546,355.20</u>
0304	Admin. Coordinator (1) (Section C.5)	hr.	\$ <u>38.22</u>	1,920	\$ <u>73,382.40</u>
0305	Admin. Assistant (2) (Section C.5)	hr.	\$ <u>23.53</u>	3,840	\$ <u>90,355.20</u>
0306	DCPS Admin. Facilities-GI* #	hr.	\$ <u>23.32</u>	9,600	\$ <u>223,872.00</u>
0307	Gang Unit (Section C.5)	hr.	\$ <u>35.81</u>	7,680	\$ <u>275,020.80</u>
0308	S.A.V.E. Team (Section C.5)	hr.	\$ <u>35.81</u>	7,680	\$ <u>275,020.80</u>

\*GI - Guard I

\*GII- Guard II

# - See Attachment J.1 for locations.

Section B  
Consolidated Pricing*Year Round - Special Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0309	DCPS Transportation Facilities-GI* (24 hours/day) #	hr.	\$ 23.32	35,040	\$ 817,132.80

*School Year - Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0310A	Education Centers-GI #	hr.	\$ 23.32	19,968	\$ 465,653.76
0310B	Education Centers-GII** #	hr.	\$ 28.39	3,072	\$ 87,214.08
0311	Elementary Schools-GI #	hr.	\$ 23.32	158,208	\$ 3,689,410.56
0312	Special Education (G1)	hr.	\$ 23.32	7,680	\$ 179,097.60
0313A	Middle Schools-GI* #	hr.	\$ 23.32	47,616	\$ 1,110,405.12
0313B	Middle Schools-GII** #	hr.	\$ 28.39	4,608	\$ 130,821.12
0314A	Junior High Schools-GI #	hr.	\$ 23.32	35,328	\$ 823,848.96
0314B	Junior High Schools-GII #	hr.	\$ 28.39	6,144	\$ 174,428.16
0315A	Senior High Schools-GI #	hr.	\$ 23.32	138,240	\$ 3,223,756.80
0315B	Senior High Schools-GII #	hr.	\$ 28.39	32,256	\$ 915,747.84
0316	STAY-GI#	hr.	\$ 23.32	6,144	\$ 143,278.08
0317	Alternative Schools-GI #	hr.	\$ 23.32	7,680	\$ 179,097.60

\*GI - Guard I

\*GII - Guard II

# - See Attachment J:1 for locations

Section B  
Consolidated Pricing*Summer - Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0318A	Education Centers-GI #	hr.	\$ <u>23.32</u>	1,872	\$ <u>43,655.04</u>
0318B	Education Centers-GII #	hr.	\$ <u>28.39</u>	312	\$ <u>8,857.68</u>
0319	Elementary Schools-GI #	hr.	\$ <u>23.32</u>	16,068	\$ <u>374,705.76</u>
0320	Special Education-GI #	hr.	\$ <u>23.32</u>	624	\$ <u>14,551.68</u>
0321A	Middle Schools-GI	hr.	\$ <u>23.32</u>	4,212	\$ <u>98,223.84</u>
0321B	Middle Schools-GII #	hr.	\$ <u>28.39</u>	156	\$ <u>4,428.84</u>
0322A	Junior High Schools-GI #	hr.	\$ <u>23.32</u>	2,184	\$ <u>50,930.88</u>
0322B	Junior High Schools-GII #	hr.	\$ <u>28.39</u>	624	\$ <u>17,715.36</u>
0323A	Senior High Schools-GI #	hr.	\$ <u>23.32</u>	972	\$ <u>22,667.04</u>
0323B	Senior High Schools-GII #	hr.	\$ <u>28.39</u>	486	\$ <u>13,797.54</u>
0324	Alternative Schools-GI #	hr.	\$ <u>23.32</u>	312	\$ <u>7,275.84</u>

\*GI - Guard I

\*GII - Guard II

# - See Attachment J.1 for locations

*Special Activities – Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0325	Education Centers-GI* #	hr.	\$ 23.32	351	\$ 8,185.32
0326	Elementary Schools-GI #	hr.	\$ 23.32	6,026	\$ 140,526.32
0327	School Board # (GI)	hr.	\$ 23.32	720	\$ 16,790.40
0328	Middle Schools-GI #	hr.	\$ 23.32	3,140	\$ 73,224.80
0329	Junior High Schools-GI #	hr.	\$ 23.32	2,457	\$ 57,297.24
0330	Senior High Schools-GI #	hr.	\$ 23.32	15,912	\$ 371,067.84
0331	Alternative Schools-GI #	hr.	\$ 23.32	273	\$ 6,366.36

*Other Requirements<sup>2</sup>*

<u>CLIN</u>	<u>Description</u>	<u>Price Per CLIN Item Listed Below</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0332	Vehicle Acquisition/Maintenance (Section C.3)	\$ 12,320 (per vehicle)	16	\$ 197,112.00
0333	Random On-going Drug Testing (25% of employees/year) (Section C.3)	\$ 75 (Per employee)		\$ 15,000.00
0334	Continuing Professional Training (Section C.9.6)	\$ 250 (Per employee)		\$ 100,000.00

<sup>2</sup> CLINS 0332, 0333 and 0334 are for cost information purposes only. The costs for these items are to be both listed here and included in the Contractor's fully-loaded rates.

\*GI - Guard I

\*GII- Guard II

# - See Attachment J for locations



# **Office of Contracting and Procurement**

## **DCPS Security and Related Services**

**Solicitation: POFA-2004-R-0005**

**Contract: POFA-2005-D-0003**

# **TECHNICAL AND PRICE PROPOSAL**

A

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**TECHNICAL AND PRICE PROPOSAL**

**IN RESPONSE TO  
REQUEST FOR PROPOSAL (RFP)  
TO SOLICITATION# POFA-2004-R-0005**

**ENTITLED: "D.C. PUBLIC SCHOOLS SECURITY  
AND  
RELATED SERVICES".**

**SUBMITTED BY:  
HAWK ONE SECURITY, INC.  
3127 MARTIN LUTHER KING AVE SE.  
WASHINGTON, DC 20032  
TYRONE A. THOMPSON, PRESIDENT  
OCTOBER 7, 2004**

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<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. Contract Number	Page of Pages. 1 85	
2. Amendment/Modification Number No. 1		3. Effective Date 9/14/2004	4. Requisition/Purchase Request No.	5. Solicitation Caption DCPS Security and Related Services	
6. Issued By: Office of Contracting and Procurement Professional and Human Care Services 441 4th Street, NW, Suite 700 South Washington, DC 20001			7. Administered By (if other than line 6)		
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)			(X) 9A. Amendment of Solicitation No. POFA-2004-R-0004	9B. Dated (See Item 11) 9/7/2004	
Code _____ Facility _____			10A. Modification of Contract/Order No.		
			10B. Dated (See Item 13)		
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>9</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. Accounting and Appropriation Data (If Required)					
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14</b>					
A. This change order is issued pursuant to: (Specify Authority) The changes set forth in Item 14 are made in the contract/order no. in Item 10A.					
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.					
C. This supplemental agreement is entered into pursuant to authority of:					
D. Other (Specify type of modification and authority)					
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)  This amendment is issued to make the following changes:  1. Remove the cover page, "SOLICITATION, OFFER AND AWARD" and replace with "SOLICITATION, OFFER AND AWARD rev 1."  2. Remove pages 2 through 80 "School Security RFP POFA-2004-R-0004-Elem Grp" and replace with pages 2 through 84 "School Security RFP POFA-2004-R-0004-Elem Grp rev 1."					
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect					
15A. Name and Title of Signer (Type or print) <i>William E. Sharp</i>			16A. Name of Contracting Officer William E. Sharp		
15B. Name of Contractor <i>...</i>		15C. Date Signed 10/7/04	16B. District of Columbia		16C. Date Signed 9/14/2004
(Signature of person authorized to sign)			(Signature of Contracting Officer)		

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. Contract Number POFA-2004-R-0005	Page of Pages 1 / 1
2. Amendment/Modification Number Amendment No. 2	3. Effective Date 8/22/2004	4. Requisition/Purchase Request No.	5. Solicitation Caption DCPS Security and Related Services
6. Issued By: Office of Contracting and Procurement Professional and Human Care Services 441 4th Street, N.W. Suite 700 South Washington, DC 20001		7. Administered By (If other than line 6)	
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)  HAWK ONE SECURITY, INC. 3127 MARTIN LUTHER KING AVE, S.E. WASHINGTON, DC 20032		(X) 9A. Amendment of Solicitation No. POFA-2004-R-0004	x 9B. Dated (See item 11) 8/7/2004
Code _____ Facility _____		10A. Modification of Contract/Order No. Amendment No. 2	10B. Dated (See item 13) 9/22/04
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>			
<p>The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>9</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>			
12. Accounting and Appropriation Data (If Required)			
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14</b>			
A. This change order is issued pursuant to: (Specify Authority) The changes set forth in Item 14 are made in the contract/order no. in Item 10A.			
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in Item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3801.2.			
C. This supplemental agreement is entered into pursuant to authority of:			
D. Other (Specify type of modification and authority)			
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.			
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)			
This amendment is issued to make the following changes:			
1. Section B Services and Price is modified to add paragraph B.4 as follows: "B.4 Hours listed in the Estimated Quantity (EQ) category below are estimates for annual hours. For calculation of the Not to Exceed Total Price, multiply the number in the column by 2.5 (specifically, 30 months equals 2 and 1/2 years)." The Base Period is changed from: "Two Years" to: "Thirty Months."			
2. The Hour in block B. on page 1 of the Solicitation is changed from: "2:00 a.m." to: "2:00 p.m."			
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect			
15A. Name and Title of Signer (Type or print) TYRONE A. THOMPSON, PRESIDENT		16A. Name of Contracting Officer William E. Sharp	
15B. Name of Contractor HAWK ONE SECURITY, INC. (Signature of person authorized to sign)		15C. Date Signed 10/07/04	16B. District of Columbia (Signature of Contracting Officer)
			16C. Date Signed 23 Sept 04

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. Contract Number POFA-2004-R-0004	Page of Pages 1 8
2. Amendment/Modification Number Amendment No. 3	3. Effective Date 9/24/2004	4. Requisition/Purchase Request No.		5. Solicitation Caption DCPS Security and Related Services
6. Issued By: Office of Contracting and Procurement Professional and Human Care Services 441 4th Street, N.W. Suite 700 South Washington, DC 20001		7. Administered By (if other than line 6)		
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code) HAWK ONE SECURITY, INC. 3127 MARTIN LUTHER KING, AVE. S.E. WASHINGTON, DC 20032		<input checked="" type="checkbox"/> 9A. Amendment of Solicitation No. POFA-2004-R-0004 <input checked="" type="checkbox"/> 9B. Dated (See Item 11) 9/7/2004 10A. Modification of Contract/Order No. Amendment No. 3 10B. Dated (See Item 13) 9/24/04		
Code	Facility			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning <u>9</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. <b>FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.</b> If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. Accounting and Appropriation Data (if Required)				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14</b>				
A. This change order is issued pursuant to: (Specify Authority)				
The changes set forth in item 14 are made in the contract/order no. in item 10A:				
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3501.2.				
C. This supplemental agreement is entered into pursuant to authority of:				
D. Other (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)				
This amendment is issued to publish pre-proposal questions and answers. See continuation sheets.				
Except as provided herein, all terms and conditions of the document referenced in item (9A or 10A) remain unchanged and in full force and effect				
15A. Name and Title of Signer (Type or print) TYRONE X. THOMPSON, PRESIDENT		16A. Name of Contracting Officer William E. Sharp		
15B. Name of Contractor HAWK ONE SECURITY, INC. (Signature of person authorized to sign)		15C. Date Signed 10/7/04	16B. District of Columbia	16C. Date Signed
		(Signature of Contracting Officer)		

2. Amendment/Modification Number Amendment No. 4	3. Effective Date 10/6/2004	4. Requisition/Purchase Request No.	5. Solicitation Caption DCPS Security and Related Services
6. Issued By: Office of Contracting and Procurement Professional and Human Care Services 441 4th Street, N.W. Salla 700 South Washington, DC 20001		Code	7. Administered By (If other than line 6)

8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)  HAWK ONE SECURITY, INC. 3127 MARTIN LUTHER KING AVE, S.E. WASHINGTON, DC 20032	(X) 9A. Amendment of Solicitation No. POFA-2004-R-0004
	x 9B. Dated (See Item 11) 9/7/2004
	10A. Modification of Contract/Order No. Amendment No. 4
Code	Facility
10B. Dated (See Item 13) 10/06/2004	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning 9 copies of the amendment (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (If Required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14

A. This change order is issued pursuant to: (Specify Authority)  
The changes set forth in item 14 are made in the contract/order no. in item 10A.

B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.

C. This supplemental agreement is entered into pursuant to authority of:

D. Other (Specify type of modification and authority):

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)

This amendment is issued to modify Sections C and E of the RFP. See continuation sheets.

Except as provided herein, all terms and conditions of the document referenced in item (9A or 10A) remain unchanged and in full force and effect

15A. Name and Title of Signer (Type or print) TYRONE M THOMPSON, PRESIDENT	16A. Name of Contracting Officer William E. Sharp
15B. Name of Contractor HAWK ONE SECURITY, INC.  (Signature of person authorized to sign)	15C. Date Signed
16B. District of Columbia  (Signature of Contracting Officer)	15E. Date Signed 10/6/04

**HAWK ONE SECURITY, INC.  
3127 MARTIN LUTHER KING AVE SE.  
WASHINGTON, D.C. 20032**

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RESPONSE TO IFB/REQUEST FOR PROPOSAL  
SOLICITATION # POFA-2004-R-0005  
ENTITLED: "D.C. PUBLIC SCHOOLS SECURITY AND RELATED  
SERVICES"

**MINORITY CERTIFICATION LETTER**

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
LOCAL BUSINESS OPPORTUNITY COMMISSION



July 17, 2003

Hawk One Security  
Tyrone Thompson  
3127B Martin Luther King Jr. Ave.  
Washington, DC 20032

RE: LSDZ 06200514638

Dear Mr. Thompson:

The District of Columbia Local Business Opportunity Commission (LBOC) during its meeting on 06/24/2003, approved your application for Re-certification and registered your business enterprise in the Local, Small, and Disadvantaged Business Enterprise Program as promulgated by D.C. Act 12-268, the "Equal Opportunity for Local, Small and Disadvantaged Business Enterprises Act of 1998". The business enterprise is duly registered by the Commission as a:

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General Service (Guard & Security Service)  
Local Business Enterprise  
Small Business Enterprise  
Disadvantaged Business Enterprise  
Development Zone Enterprise

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**IMPORTANT NOTICE:**

**D.C. ACT 12-268 MANDATES THE FOLLOWING REQUIREMENTS FOR CERTIFIED BUSINESSES:**

This Certificate of Registration, pursuant to D.C. Act 12-268, section 5(c) will expire two (2) years from the effective date of approval. Your application for a re-certification must be submitted 180 days prior to your expiration date. There will be no other notification.

1. Your application for re-certification must be submitted 180 days prior to your expiration date. There will be no other notification.
2. Bidding in accordance with this act shall be limited to the above industry classification(s), and this letter must be attached to the front of the contractor's sealed.
3. All certified businesses must comply with Section 4(c) and/or 5 (d) of D.C. Act 12-268, which states in part:

(c) "The prime contractor shall perform at least fifty (50%) percent of the contracting effort, excluding the cost of materials, goods and supplies, with its own organization and resources..., fifty (50%) percent of the subcontracting effort excluding the cost of materials, goods and supplies shall be with certified local, disadvantaged, or small business enterprises."

(d) "For construction contracts of up to 1 million dollars (\$1,000,000), the prime contractor shall perform at least fifty (50%) percent of the on-site work with its own organization and resources..., fifty (50%) percent of the subcontracting effect excluding cost of materials, goods and supplies shall be with certified local or disadvantaged business enterprises."

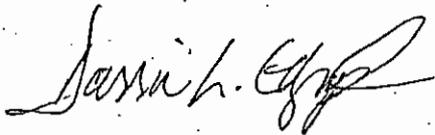
4. If there are any changes in your company or corporation, that may affect your eligibility, you must notify the Local Business Development Office within 30 days.

CERTIFICATION NUMBER:LSDZ 06200514638

DATE OF APPROVAL:06/24/2003

DATE OF EXPIRATION:06/24/2005

Sincerely,



Darin L. Glymph, Esq.  
Chair

**HAWK ONE SECURITY, INC.**  
**3127 MARTIN LUTHER KING AVE SE.**  
**WASHINGTON, D.C. 20032**

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RESPONSE TO IFB/REQUEST FOR PROPOSAL  
SOLICITATION # POFA-2004-R-0005  
ENTITLED: "D.C. PUBLIC SCHOOLS SECURITY AND RELATED  
SERVICES"

**SECTION ONE:**  
**MANAGEMENT/OPERATIONS PLAN**

**HAWK ONE SECURITY, INC.  
3127 MARTIN LUTHER KING AVE SE.  
WASHINGTON, D.C. 20032**

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**RESPONSE TO IFB/REQUEST FOR PROPOSAL  
SOLICITATION # POFA-2004-R-0005  
ENTITLED: "D.C. PUBLIC SCHOOLS SECURITY AND RELATED  
SERVICES"**

## **MANAGEMENT PLAN**

**CORPORATE ORGANIZATION CHART  
PRIOR EXPERIENCE MATRIX  
RESUMES/BIOS  
QUALITY ASSURANCE  
CUSTOMER SERVICE  
FINANCIAL & ACCOUNT GOALS  
SERVICE GOALS AND OBJECTIVES**

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## MANAGEMENT PLAN

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Successful management of this major undertaking requires a staff of strong, experienced professionals. The individuals who will be assigned to the contract have an extensive background in all aspects of administering and managing security services. They are well experienced in planning, scheduling, executing, complying with contract commitments, field operations, personnel and payroll administration as well as organizing the logistical base required to support a large, multi-site and multi-faceted security endeavor.

Hawk One Security Inc. has developed, refined and validated an effective team approach to project management and administration. This enables practical oversight of all aspects of our security contracts and operations.

At the Corporate Level, the Executive Level Directors include the Director, Human Resources, Director, Finance & Accounting and Director, Quality Assurance. The Security Management Staff include Senior Officers responsible for Administration and Logistics, Marketing and Security Operations. The individuals assigned to these positions are identified in the Corporate Organizational Chart and a brief biography of each is included in this section.

Hawk One Security will conduct the administration of this contract in accordance with the staffing recapitulation as outlined in the Section B, Services and Price.

The Headquarters Administrative Element will consist of the following:

- Project Manager
- Assistant Project Manager
  - A Cluster Supervisor
  - B Cluster Supervisor
  - C Cluster Supervisor
  - D Cluster Supervisor
- Administrative Coordinator
- Administrative Assistant
  - A Cluster Investigator
  - B Cluster Investigator
  - C Cluster Investigator
  - D Cluster Investigator
  - General Investigator
  - General Investigator
  - Gang Unit Team A/B
  - Gang Unit Team A/B
  - Gang Unit Team C/D
  - Gang Unit Team C/D
  - S.A.V.E Team A/B
  - S.A.V.E. Team A/B

S.A.V.E. Team C/D

S.A.V.E. Team C/D

It is anticipated that these individuals will be assigned to the DCPS Command Center located at 3535 V Street N.E., Washington, D.C.

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Given the size and scope of this contract; the Project Manager will report directly to the President, Hawk One Security.

The Director, Quality Assurance will have regulatory and compliance oversight of contract operations and will conduct monitoring, assessment and evaluation activities that will augment the standard audits and controls that are a part of daily security operations.

The Corporate Executive and Management Staff will provide the necessary logistical and administrative support base.

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## **SUPERVISION**

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Hawk One Security's definition of supervision is much more than directing or overseeing the work of Duty Station Security Guards. Supervision is an integral component of our Quality Assurance/Control System. Corporate Staff at all levels, from the Corporation President, down to the First Line Supervisors, are actively involved in both supervisory and quality assurance. Currently, the corporation utilizes four (4) Contract Administrators to direct its security services. Each Contract Administrator serves a dual role. First, as a member of the Corporate Management Team and second, having responsibility for corporate oversight of the four security contracts. In the case of the School Security and Related Services (SSRS) contract; the Project Manager will also serve as Contract Administrator. As is the case with each Contract Administrator, who provides general direction to one or more Project Managers/Roving Supervisors; so to the SSRS Project Manager will provide general direction to the four (4) Cluster Supervisors. The Contract Administrators to include the SSRS Project Manager will identify and communicate the supervisory responsibilities of their subordinate management staff and consequently hold them accountable for the effective and efficient discharge of same.

In the case of the Special Services Officers i.e. Investigators, Gang Unit and S.A.V.E. Officers; they are directly supervised by the Project Manager, however, in practice they will receive general supervision from the MPD School Security Director or other MPD Official so designated, it is understood that those members of the MPD exercising such supervision will have considerable input into the evaluation and assessment of the performance of the special services officers.

## **PROJECT MANAGER**

The Project Manager will be responsible for the total administration of the contract and directly supervises the Special Services Personnel i.e. Investigators, Gang Unit and

S.A.V.E. Team (These individuals will be under the general supervision of the MPD School Security Director) The PM serves as the primary point of contact for the Metropolitan Police Department Contract Officer Representative and School Security Director. In addition, the PM will meet with senior school officials i.e. principals, counselors etc. in order to maintain a cordial and supportive relationship. Responsibility for implementation of Hawk One Security's community outreach programs to parents, organizations and community based service groups will be vested in the PM.

Once a week the Project Manager will meet with the President, Hawk One Security Inc. to provide a briefing on the status of services as well as make recommendations for improvement, redirection of efforts or any other action which would increase the effectiveness and efficiency of the operation. Unannounced visits to the various sites will be conducted at random for first hand assessment of contractual and regulatory compliance.

### **ASSISTANT PROJECT MANAGER**

The Assistant Project Manager manages the day to day operations of the contract by way of direct supervision of the Cluster Supervisors. The APM coordinates the administrative activities for the contract which include the written reports, communications, personnel, supplies and equipment and will be primarily responsible for the coordination of all logistical support requirements with the appropriate corporate level manager.

### **CLUSTER SUPERVISORS**

The Cluster Supervisors (CS) for this contract will have primary First Line Supervisory Responsibility for the security personnel assigned to the Elementary Schools and Education Centers. Based upon the information provided in RFP POFA-A-2004-R-0005; each Cluster Supervisor will be assigned direct responsibility for thirteen (13) sites. The CS will perform all basic administrative support and accountability functions for those sites to include; scheduling as well as time and attendance. Quality Assurance/Control responsibilities will include inspections, surveys, on-the-spot corrections and assessments.

### **ADMINISTRATIVE COORDINATOR**

The Administrative Coordinator (AC) will be primarily responsible for the collation of all written reports and other documentation relating to contract operations and the proper disposition of same. The AC will maintain the filing system and insure that suspense dates for the provision of various reports, certifications or notifications to the MPD or DCPS are met in compliance with the schedule of "deliverables" as mandated in RFP POFA-2004-R-0005 or otherwise required by the aforementioned agencies. The AC will also be responsible for oversight of the indigenous communications system as well as the Hawk One Security Inc. wireless system employed for internal coordination.

## **ADMINISTRATIVE ASSISTANT**

The Administrative Assistant (AA) will perform routine office support functions to include; answering the phones, filing, preparing written documents and routing phone inquiries to the appropriate party. The AA will also maintain and annotate the time and attendance "call-in" log for verification of officer on site arrival and departures.

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## **INVESTIGATORS**

For purposes of Command and Control, these individuals have been assigned (1) one each to a Cluster with (2) two working in general. As these individuals will receive their assignments through the MPD; in actual employment they will in all probability be assigned on an as needed basis. They will perform their duties in accordance with C.5.1.3.4 of RFP POFA-2004-R-0005.

## **YOUTH GANG OFFICERS**

For purposes of Command and Control, these individuals have been assigned as teams of (2) two to support (2) two Clusters. These individuals will also receive their assignments through the MPD and in actual employment will in all probability be assigned on an as needed basis. They will perform their duties in accordance with C.5.1.3.1 of RFP POFA-2004-R-0005.

## **OPERATION S.A.V.E. OFFICERS**

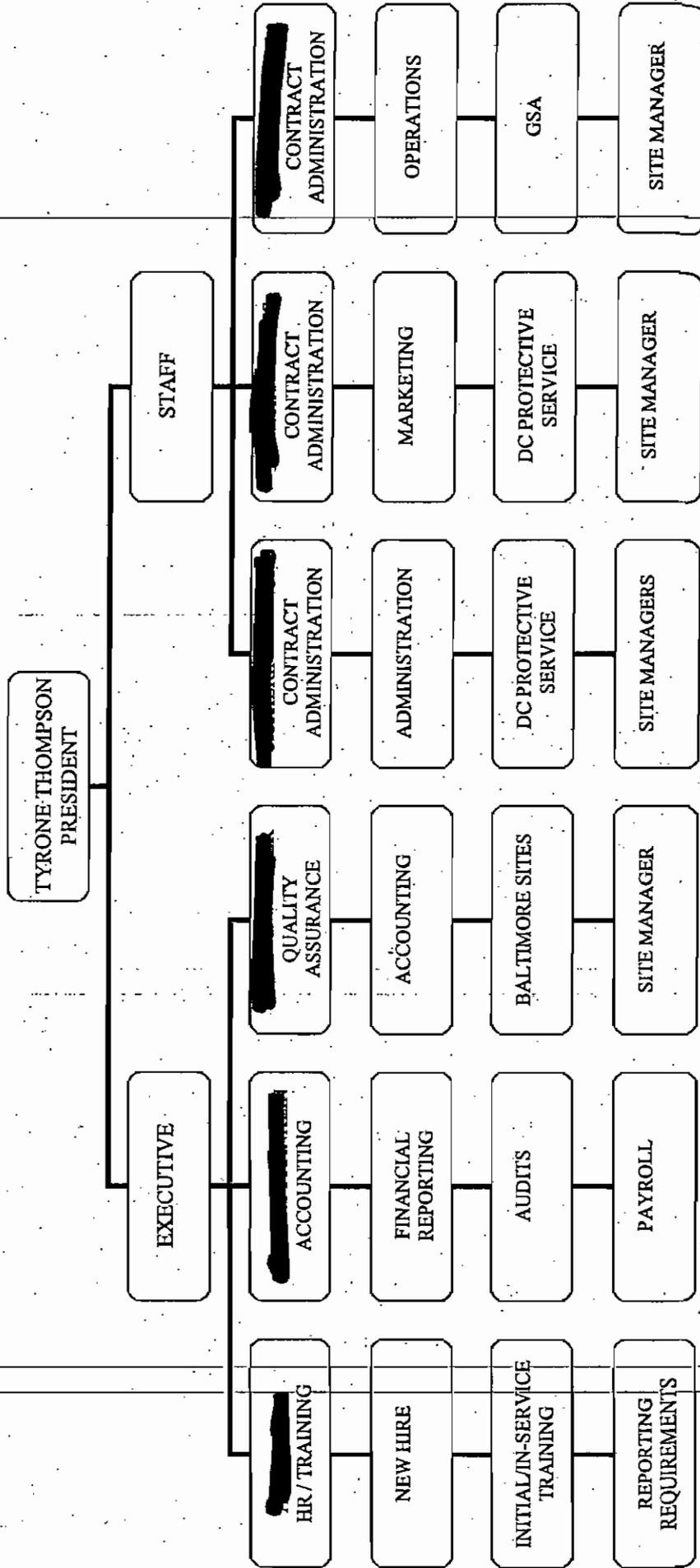
For purposes of Command and Control, these individuals have been assigned as teams of (2) two to support (2) two Clusters. These individuals will receive their assignments through the MPD and in all probability be assigned on an as needed basis. In addition, these officers will serve on the Roving Mediation Team (RMT) along with the Project Manager. The employment of the RMT will be a coordinated effort involving the MPD and the DCPS. These individuals will perform their duties in accordance with C.5.1.3.2 of RFP POFA-2004-R-0005.

The Hawk One Security Management Team both Corporate and those who manage the contracts will be readily accessible to the Contract Officer Representative and other vested MPD and DCPS Officials. The routine method of contact will be through our corporate phone system or through the DCPS Command Center, however, all key personnel both corporate and those assigned to the contract will be equipped with wireless communications devices (cell phones). These numbers will be made available upon contract award.

Hawk One Security is aggressive in its pursuit of excellent in the provision of security services and it is this key element of our corporate culture that has enabled us to have met and/or exceeded the standards for service delivery on our current District of Columbia Security Services Contracts.

# HAWK ONE SECURITY, INC.

## CORPORATE ORGANIZATION CHART



R(2)(2)

**PRIOR EXPERIENCE MATRIX**

HAWK ONE OFFICIAL	EXPERIENCE IN PROGRAM DEVELOPMENT AND EVALUATION	LICENSED TO CARRY WEAPONS	MORE THAN TEN EXPERIENCE IN SECURITY SERVICES	KNOWLEDGE OF RULES AND REGULATIONS GOVERNING DC SECURITY SERVICES	MORE THAN TEN YEARS IN MANAGEMENT AND ADMINISTRATION
Tyrone Thompson	X		X		X
[REDACTED]	X		X		X
[REDACTED]	X		X		X
[REDACTED]	X		X		X
[REDACTED]	X	X	X		X
[REDACTED]	X	X	X		X
[REDACTED]	X	X	X		X
[REDACTED]	X	X	X		X
[REDACTED]	X	X	X		X
[REDACTED]	X	X	X		X
[REDACTED]	X	X	X		X

R(5)(2)

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## QUALITY ASSURANCE & QUALITY CONTROL

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Hawk One Security Inc. defines Quality Assurance as a system by which we will manage, evaluate and realign, if necessary the "outcomes" of our security services endeavors. It is a redundant system wherein each level of supervision is counter checked by the next higher level. In addition, the Director of Quality Assurance performs independent service evaluations at irregular intervals. The DQA reports directly to the President and operates outside the established command model. This provides an additional objective assessment of the services provided.

Quality Control is directed toward personnel and actions. This is a key element in the maintenance of quality services as there will be no positive or satisfactory "outcome" if the personnel who are expected to carry it out are not well trained, supervised and given established parameters within which to operate. Quality Control is vested in the Corporate Operations Manager whose responsibility is who, what, where and how of the service operation.

Both Quality Assurance and Quality Control are proactive rather than reactive. It is initiated when personnel are hired, rather than waiting until a problem occurs at a work site. Beginning with the interview and screening process; prospective employees are introduced to the concept of our operations, performance expectations and required results. We measure our staff performance and service delivery effectiveness against predefined objectives and service standards. This helps insure the integrity of each site operation and the credibility of the overall service effort by answering such basic question as:

- Are our personnel adequately and competently trained to perform their assigned functions and the established standards?
  - Are they performing efficiently and effectively, the thirteen functions enumerated in the Security Services Supporting Objectives?
  - Are, they providing the appropriate professional image?
  - Is their attitude and demeanor reflective of pride in their work and a commitment to serve?
  - Are they attentive and articulate in their dealings with the public?
  - Are they punctual and prepared for duty?
  - Do they adhere to established break schedules and not exhibit inappropriate behaviors such as eating, reading or engaging in other distractive activities at the work station?
- 
- Is there evidence of drug or alcohol use?

- Are administrative functions performed correctly i.e. the Daily Log maintained, incident and/or accident reports completed in a timely manner?
  - Is their written communication clear, concise and legible and oral communications free of slang, concise, calm and reassuring?
- 

These are but a few of the things our Quality Assurance/Control system will tell us. It will also let us know where and when we need to take action.

Our Quality Assurance/Control system will enable us to:

Assure the delivery of consistent superior quality security services.

Comply with the contract requirements, District Policies and Procedures, Service Delivery Schedules and the establishment and maintenance of a drug-free work environment.

To comply with all District and Federal Laws, Regulations, Codes, Rules, Policies and Procedures related to security services for these (108) one hundred and eight worksites.

Provide the most cost effective services while maintaining the consistent levels of productivity at the highest standards.

Achieve the highest standard of professionalism, job performance and ethics.

Achieve the program goals and supporting objectives.

Ensure each security guard properly and professionally represents the Department of Administrative Services and Hawk One Security in appearance, demeanor and deportment.

Ensure the protection of our clients, the public and both their personal as well as District property.

Ensure complete customer satisfaction at all worksites for employees, clients and visitors.

Given the high importance we place on Quality Assurance, we have entrusted the conduct of carrying out our quality assurance efforts to four of our senior management officials - Contract Administrators who make up our Corporate Management Team.

In Hawk One Security Inc., Quality Assurance occurs at three (3) levels; the Corporate level, management staff and workplace staff level. Corporate level quality assurance has primary focus on generic contract issues, such as the quality and quantity of service units delivered annually, and will answer questions such as, are we providing services to the degree of excellence stipulated in our mission statement? Do we need to make

modifications in our classroom or on-the-job training? Is our service delivery training state-of-the-art? Is our logistical base sound and does it meet our operational needs? Are our administrative requirements providing the data we need in order to make sound decisions and is the data being gathered from the appropriate sources?

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Quality Control is an around-the-clock activity. It includes Project Managers, Roving Supervisors, Site Managers, Special Police Officers and Security Guards. This is our second level of QA/AC. At the staff level, Quality Control activities focus on our staff, their appearance, attitude and readiness to protect people and property. Managers concerned with quality control generally, at the Contract Administrator level, will make both announced and unannounced visits and contacts with staff and clients at all levels to ascertain:

- Whether the staff is on the job as scheduled
- Whether the staff is punctual
- Whether the staff is clean and properly attired
- Whether the staff is well groomed
- Whether the worksite employees show any indications of drug or alcohol abuse

Positive observation of staff readiness is the key to our Quality Control assessment. Frequent tardiness, absenteeism, unkempt appearing staff that report to the worksite after having used drugs or alcohol is not tolerated. In as much as we are representing the Metropolitan Police Department and to a lesser degree, the District of Columbia Public Schools, it is critical that all staff connected with the D.C. Public Schools Security and Related Services contract, clearly demonstrate and embody proper appearance and conduct in accordance with MPD standards. Nothing less, will be tolerated.

The third level of Quality Assurance/Control is primarily directed toward the worksite and concentrates on activities our security personnel are contractually required to perform, along with Post Orders or Site Security Plan, which include:

Serving at a fixed position near or at the front door where all persons entering the facility can be readily observed;

Requiring each visitor to sign in and out in the visitor log;

Preparing incident and accident reports for activities that occur at the worksites; and, having a copy of the approved Post Orders.

Documents for implementing our Quality Assurance/Control System include:

The MPD/Hawk Security Services contract.

Hawk One Security Management & Operations Plans included in our proposal.

Each site's Security Plan.

Hawk One Security Employee Handbook.

Each Duty Station Site Log.

Each Employees Personnel File.  
Site Incident and /Accident Reports.  
Compliance Reports describing our efforts to establish drug-free worksites.

## **Mediation**

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The involvement of Hawk One Security Officer in the mediation of issues and problems arising within the student body requires a means of evaluating the effectiveness of our interventions on the various levels. This will require a more detailed and personal effort as relates to Quality Assurance for these endeavors.

Our approach to Quality Assurance in Mediation Services will be multi-faceted and will begin with the training provided both our line officers as well as those who will receive more specialized training as part of the S.A.V.E. Team.

Since training provides the foundation on which the success of this program is built; Hawk One Security has developed a relationship with a dynamic training organization, Advanced Interactive Systems Inc. This company is an established leader in the field of comprehensive directed training solutions for organizations and businesses.

Direct observation and evaluation is of major importance in the QA process relating to mediation. Not only will our internal management and supervisory personnel be engaged in this activity but critical input and perspective will be provided by the MPD Staff as well as the Principals, teachers and staff.

At each mediation encounter, the members of the team will individually take notes to document the details of the situation or incident which would include method of contact for those persons involved. (This is essential for follow-up) Upon return to the office; the members will meet and prepare a memorandum for record which will become the "official" record of the mediation. This memorandum will be typed and maintained in a mediation file. All follow-up actions, meetings etc will be documented in this "open" file until the issue has been resolved at which time the file will be "closed" and maintained for future reference. *Special Note: These files will be governed by the Privacy Act and access will be restricted.*

An equally important part of the QA process will involve the students themselves. As part of the closing notes in each case file; the comments, observations and perspective of the students will be noted.

The success of the mediation effort will be evaluated in terms of "positive" outcomes or resolutions, impact of the social climate of the school, perceived effectiveness on the part of students and the number and frequency of situations or incidents where mediation is required.

Mediation Files will be reviewed at the end of each month. The Mediation Team will meet in closed conference to assess the status of each "open" file and evaluate the end

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**HAWK ONE SECURITY, INC.  
3127 MARTIN LUTHER KING AVE SE.  
WASHINGTON, D.C. 20032**

RESPONSE TO IFB/REQUEST FOR PROPOSAL  
SOLICITATION # POFA-2004-R-0004  
ENTITLED: "D.C. PUBLIC SCHOOLS SECURITY AND RELATED  
SERVICES"

**SAMPLE/QUALITY ASSURANCE TOOLS**

## 10 CODES

- 10-1 Unable to Copy
- 10-2 Good Signal
- 10-3 Stop Transmitting

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- 10-4 Acknowledge
- 10-7 Out of Service
- 10-8 In Service
- 10-9 Repeat
- 10-12 Stand By
- 10-13 Officer in Distress
- 10-15 Civil Disturbance (Fight)
- 10-20 Location
- 10-21 Landline
- 10-23 Arrived at Scene
- 10-24 Completion of Assignment
- 10-25 Report in Person
- 10-33 Emergency (Overall)
- 10-36 Time Check
- 10-39 Radio Check
- 10-40 Negative
- 10-41 In Route
- 10-52 Ambulance Needed
- 10-70 Fire Alarm
- 10-89 Bomb Threat
- 10-99 Restroom Break

**HAWK ONE SECURITY, INC.**

1331 H Street, NW Suite 600

Washington, DC 20005

**DAILY ACTIVITY REPORT**

DAY \_\_\_\_\_ POST TYPE  DCPS  MPD  SPECIAL EVENT

DATE \_\_\_\_\_ POST-NAME \_\_\_\_\_ SHIFT  MID-NIGHT  DAY  EVENING

DCPS FACILITY \_\_\_\_\_ POST POSITION \_\_\_\_\_

NAME \_\_\_\_\_ TIME IN \_\_\_\_\_ TIME OUT \_\_\_\_\_ TOTAL HRS. \_\_\_\_\_

RELIEVED \_\_\_\_\_ RELIEVED BY \_\_\_\_\_ TIME \_\_\_\_\_

CHANGE IN ORDERS (IF ANY) \_\_\_\_\_

CHANGE REQUESTED BY \_\_\_\_\_

<input type="checkbox"/> KEYS	<input type="checkbox"/> OFFICER SIGN IN LOG ON POST	<input type="checkbox"/> RADIO
<input type="checkbox"/> BULLETPROOF VEST	<input type="checkbox"/> VISITOR SIGN IN LOG ON POST	<input type="checkbox"/> PHONE
	<input type="checkbox"/> SUPERVISOR SIGN IN LOG ON POST	
	<input type="checkbox"/> TENANT SIGN IN LOG ON POST	

CLOCK IN NOTIFICATION		
PROTECTIVE SERVICE DISPATCHER NAME _____	TIME _____	
HAWK ONE DISPATCHER NAME _____	TIME _____	
CLIENT REPRESENTATION (if apply) _____	TIME _____	

**HOURLY ACTIVITY REPORT**

REPORT EVERYTHING THAT OCCURRED - HOUR BY HOUR

(Use Back of this sheet, if necessary)

TIME	ACTIVITY

**INCIDENT/OFFENSE REPORT (BRIEF)**


**ACTIVITY REPORT REVIEW**

	CHECKED BY	TIME	COMMENTS
1. REVIEW #1			
2. REVIEW #2			
3. REVIEW #3			
4. REVIEW #4			
5. REVIEW #5			

OFFICER ON DUTY SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**Hawk One Security, Inc.**  
**1331 H Street, NW Suite 600**  
**Washington, DC 20005**

**EMPLOYEE REPRIMAND**

Employee's Name \_\_\_\_\_  SPO  Security Guard ID # \_\_\_\_\_  
 Violation Date \_\_\_\_\_ Violation Time \_\_\_\_\_ Shift  Day  Evening  Midnight  
 Place Violation Occurred \_\_\_\_\_

**VIOLATIONS**

Procedures Violations

- Failure to Require Visitors to Sign-in
- Failure to Follow Other Post Procedures
- Failure to Complete Reports and/or Forms
- Late Arrival, Minutes Late \_\_\_\_\_
- Did Not Report to Work
- Did Not Call In
- Walked Off Post

- Absence from Post
- Did Not Clock-in
- Did Not Clock-out
- Did Not Transfer Keys
- Failed to Properly Change Shifts
- Did Not Respond to Post Verification at \_\_\_\_\_ Hrs.

Conduct/Dress Code Violations

- Refused to Obey Orders
- Improper Dress
- Poor Hygiene/Appearance
- Failed On-Site Drug Test
- Improper Conduct
- Other \_\_\_\_\_

Describe Violations \_\_\_\_\_

Was Violation Explained to Employee?  Yes  No  
 Reprimand Issued By \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

HAVE YOU PREVIOUSLY WARNED THIS EMPLOYEE? <input type="checkbox"/> Yes <input type="checkbox"/> No		SAME WARNING NO. OF TIMES THIS WEEK		
Type of Reprimand	1st Reprimand	2nd Reprimand	3rd Reprimand	Final
Verbal				
Written				

**EMPLOYEE REMARKS**

I agree with the violation  
 I disagree with the violation  I received a copy of this reprimand  
 State Reason Why \_\_\_\_\_  
 Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_  
 I've Read and Understand This Reprimand

**ACTION RECOMMENDED**

Put in Employee's file only  Additional training  
 Demerits, Number \_\_\_\_\_  Counseling by Superior  
 Suspension, No. of Days \_\_\_\_\_  Drug Counseling  
 Termination  Probation, No. of Days \_\_\_\_\_  
 Removal from Post  Removal from schedule  
 Fine/Penalty, Amount \$ \_\_\_\_\_ No. of Days \_\_\_\_\_

**ACTION TAKEN**

Date \_\_\_\_\_ By Whom \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**OFFICE USE ONLY**

APPROVED  NOT APPROVED BY PROJECT MANAGER \_\_\_\_\_ Date \_\_\_\_\_  
 APPROVED  NOT APPROVED BY CONTRACT ADMINISTRATOR \_\_\_\_\_ Date \_\_\_\_\_  
 APPROVED  NOT APPROVED BY HUMAN RESOURCES DIRECTOR \_\_\_\_\_ Date \_\_\_\_\_

COPY DISTRIBUTION:  EMPLOYEE  COMPUTER FILE  PERSONNEL FILE



**HAWK ONE SECURITY, INC.**  
1331 H Street, NW Suite 600  
Washington, DC 20005

**PERFORMANCE SURVEY**

---

DCPS       MPD

What type of security services did Hawk One provide? How many Security Officers were provided?

Armed       Unarmed       Both

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

How would you rate Hawk One services?

Excellent       Good       Fair       Poor       Unsatisfactory

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

How would you rate Hawk One staffing practices?

Excellent       Good       Fair       Poor       Unsatisfactory

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

How would you rate Hawk One responsiveness to resolving problems, complaints or grievances?

Excellent       Good       Fair       Poor       Unsatisfactory

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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Name of MPD/DCPS Official completing survey

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Agency

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Address

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Telephone Number

---

Facsimile Number

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Date

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HAWK ONE SECURITY, INC.  
1331 H Street, NW Suite 600  
Washington, DC 20005

SECURITY/SAFETY VIOLATION REPORT

DCPS FACILITY: \_\_\_\_\_ Date: \_\_\_\_\_  
DCPS LOCATION: \_\_\_\_\_ Time: \_\_\_\_\_

Reporting Officer: \_\_\_\_\_

1. Secured Outside Doors, Windows and Gates (Grounds and 1<sup>st</sup> Floor)
2. Inside Doors (Entire Building)
3. Doors (Locks, Need Repair, etc.)
4. Windows (Broken, etc.)
5. Lighting (Hall, Exit Signs, etc.)
6. Floor Location
7. Open Stairwells
8. Fire Extinguishers
9. Fire Alarms
10. Bathrooms (Leaks, Odors, etc.)
11. Parking Surveillance

- |                                                          |                                        |
|----------------------------------------------------------|----------------------------------------|
| <input type="checkbox"/> Found doors unlocked but closed | <input type="checkbox"/> Unsecured     |
| <input type="checkbox"/> Malfunctioned                   | <input type="checkbox"/> Safety Hazard |

State Problem if Malfunctioning:
State Specific Safety Hazards:
State Action Taken:
Name/Time Principal Notified: Name/Time Custodian Notified: Name/Time Supervisor Notified:

Signature of Reporting Officer: \_\_\_\_\_

**HAWK ONE SECURITY, INC.**  
1331 H Street, NW Suite 600  
Washington, DC 20005

**SECURITY SURVEY**

Dear Parent(s) or Guardian(s);

---

Hawk One Security, Inc. is excited about the new school year! The start of classes brings for all of us a mix of new experiences, well-known halls, familiar classmates and new friends. Your child is among my new friends and I'm looking forward to getting acquainted. Please answer the following questions and have your child return this letter to school by **[Day of the week]**, **[Date]**. Thank you and Hawk One Security, Inc. look forward to a great year.

Sincerely,

**[Project Manager]**

1. What risks and opportunities do students encounter between home and school?

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2. What risks and opportunities are posed in areas directly adjoining school property?

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3. Can the offices staff observe approaching visitors before they reach the school entry?

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4. What security concerns do you have in regards to your child(ren) safety?

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5. What are your concerns for security officers training?

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6. Do you feel that the overall school climate is prosocial?

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7. Would you be willing to participate in safety/security of your child(ren) school?

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## **SPECIFIC POST ORDERS**

**Supervisory Special Police Officer**

**Location**

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### **General Supervision**

- Supervisory Special Police Officers II are assigned to selected middle, junior high and senior high schools under the supervision of the Cluster Supervisor

### **Hours**

- Hours of this post Monday through Friday from \_\_\_\_\_ until \_\_\_\_\_ each business day. **During special events hours of operation may be extend.**

### **Responsibilities**

- Supervisory Special Police Officers in this in this category shall carry a firearm when specifically directed by the MPD
- Supervise and manage school-based security team on site and Supervisory Special Police Officer is required to carry a weapon, search personnel, detain personnel or effect an arrest. Under the direction of a Cluster Supervisor, the SSPO is required to prepare written reports of all security-related activities, incidents or observations.
- Perform other duties as assigned by the Project Manager

### **Positive Customer Service**

- The SSPO must be able to effectively communicate with the public and District personnel
- Ability to work with youths, parents
- Effectively communicate with Security Officers under his/her management

### **Access Control to the Building**

- Security Officers assigned to this post will be responsible for insuring the safety of students, staff and visitors within the facility. Assigned Security Officer is responsible insuring that each individual entering the build have legitimate business in the building.
  - Non-staff entering the building will sign in and then be escorted to their designated location
  - No weapons, control substance are permitted in the building
-

**HAWK ONE SECURITY, INC.**  
**1331 H Street, NW Suite 600**  
**Washington, DC 20005**

**HAWK ONE SECURITY HAND RECEIPT**

Name: (Print)		Date:	Hand Receipt Number:	
Position/Title:			Employee Number:	
Address: (Line 1)				
Address: (Line 2)				
Address: (Line 3)				
Item Number	Nomenclature	Unit of Issue	Stock/Serial Number	
Item(s)	Issued By: (Print Name)		Signature:	
I hereby acknowledge receipt of the above indicated item(s):		Transaction authorized by:		
Name: (Print)		Name: (Print)		
Signature:	Date:	Signature:	Date:	

## Hawk One Security, Inc./District Of Columbia Public School Security Schedule

- 08:00 AM Sign in at Main Office/Notify your Supervisor
- 08:10 AM Make building and grounds safety & security check
- 08:30 AM Security access control point (security desk)
- 
- 08:45 AM Building Patrol
- A. Lavatories/Classrooms
  - B. Hallways/Stairwells
  - C. Check Special Education buses for arrival
- 09:00 AM SACP (Security desk & front door)
- 10:30 AM Perimeter Patrol
- A. Parking Lot/Playground
- 11:00 AM SACP (Security Desk at front door)
- 11:30 AM/ Building and grounds patrol  
1:00 PM Cafeteria, Hallway, Stairwells, Lavatories & Playground Area
- VARIES Security Officer's Lunch**
- 01:30 PM SACP (Security desk at front door)
- 02:00 PM Building & perimeter patrol
- A. Classrooms, Hallways, Stairwells and Lavatories
  - B. Playground, Parking Lot and around Building
- 02:30 PM SACP (Security desk at front door)
- 03:15 PM Student dismissal/Patrol outside front of (SACP) for student safety
- 04:00 PM Check and secure all exterior doors and first floor windows, clear all students from classrooms, lavatories, stairwells and hallways. Make sure that your school is secure before leaving.
- 04:30 PM **SIGN OUT AT THE MAIN OFFICE**

**NOTE:** Officers will not stand playground or cafeteria duty, they will only patrol playgrounds and parking lots at the prescribed times and during recess.

PRINCIPAL SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

HAWK ONE SECURITY SUPERVISOR \_\_\_\_\_ DATE \_\_\_\_\_

HAWK ONE SECURITY OFFICER \_\_\_\_\_ DATE \_\_\_\_\_

## **SPECIFIC POST ORDERS**

**Supervisory Special Police Officer                      Location**

---

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-



**HAWK ONE SECURITY, INC.**

1331 H Street, NW Suite 600

Washington, DC 20005

**ACCIDENT REPORT**

DCPS Facility Location: \_\_\_\_\_

Address: \_\_\_\_\_

State: \_\_\_\_\_ City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Describe Nature of Accident:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of Accident: \_\_\_\_\_ Time: \_\_\_\_\_

Place of Accident: \_\_\_\_\_

Name	Department/Job Title
1. _____	_____
2. _____	_____
3. _____	_____

(If non-employee, furnish name, home address and phone number)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Describe Property Damage: \_\_\_\_\_

Describe Personal Injury: \_\_\_\_\_

Was Police or Emergency Service notified? Yes \_\_\_ No \_\_\_

Officer Name and Badge Number \_\_\_\_\_

Medical Response Unit Number \_\_\_\_\_

List Persons notified of this accident as of the writing of this report:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Recommended Action to Be Taken: \_\_\_\_\_

Report Prepared By: \_\_\_\_\_

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## FIREARMS POLICY AND PROCEDURE

### **PURPOSE:**

To ensure the correct usage, handling, passing down and safe keeping of Firearms:

### **SCOPE:**

This policy applies to all Hawk One Security, Inc. Special Police uniform officers.

### **POLICY:**

To maintain 100% compliance in training of maintenance, usage, handling, passing down and safe keeping of issued firearms.

### **STANDARD:**

It is standard policy of Hawk One Security, Inc. that all Special Police Officers display the correct way for maintaining, using, handling, passing, carrying and storage of issued firearms.

1. Firearms can only be carried from home to work and from work to home without deviation.
2. Special Police Officers must be in complete uniform when carrying an issued firearm. The firearm can not be concealed at any time. The officer must display company patches and have a current commission (license) on their person; in their shirt pocket or attached to their shirt or jacket.
3. Your license should not be in your car, left in a drawer, in a bag or purse. It must be in your immediate possession at all times and readily accessible upon request. Security Officer Management Branch will **Fine** any officer (\$50.00) for this violation.
4. The firearm, while in transit, must be holstered at the officer's side. Firearms are not to be left in a car, drawer, box, bag laying around openly or unsecured at any time. This can be dangerous to you and those around you.
5. Unsecured firearms can be stolen or lost through negligence of the officer.
6. Firearms must be stored and kept in a locked safe or strong box in a designated area away from children and others. You should be the only one to have access to your firearm.

**NOTE:** Officers who are unable to comply to Firearms Policy for any reason will be denied issuance of a firearm. Any officer who have lost a firearm or had one stolen due negligence will be fined \$750.00, placed on two weeks administrative leave without pay and you will be reported to Security Officer Management Branch. Depending on the circumstances, this may cause immediate termination or permanent suspension of your commission.

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## PASSING DOWN WEAPONS:

Sites that have pass down weapons must have a designated safe to store the weapons and must be locked at all times. Keys to the safe are to be kept by one of the assigned officers working the site during their shift. Special Officers Branch will give Fines, if this violation is found.

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1. When a weapon is being passed down to another officer it must be from hand to hand.
2. **Never** should an officer pass a weapon to another officer out of complete uniform, lay it on a desk, leave it in a drawer, place it in a bag, hand it by the gun barrel first, or to an officer without a holster and leaving the site without notifying a supervisor.
3. Any officer found in violation will be reprimanded and reported to Special Officers Branch immediately.
4. If you are relieving an officer who has committed the before mentioned offenses, it is your duty to notify this office. If you fail to do so and something happens to the weapon, you will also be held responsible for negligence and share in the cost of the fine which is (\$750.00).
5. A weapon should **not** be passed to another officer while it is loaded. You must unload the weapon in an isolated area away from others then hand it, handle first, with bullet chamber open.
6. The officer receiving the weapon handle first, must go to an isolated area to load the weapon and immediately place it in his/her holster.
7. Once the weapon is loaded and placed in the holster, it should never leave your side unless it is being inspected or with the intent to use in the line of duty.
8. An officer must not pass down a weapon if he/she has reasonable belief the officer receiving the weapon is under the influence.

## USAGE:

1. It is policy of the Metropolitan Police Department that an officer shall use minimum force necessary to accomplish his mission and exhaust every other reasonable means before resorting to the use of firearm.
  2. No officer shall discharge a firearm in performance of duties except:
    - a) **To defend yourself or another from an attack which you believe could result in death or serious bodily injury.**
    - b) **To effect an arrest to prevent an escape when all other means has been exhausted of a person who has committed a felony, attempt a felony in your presence, or when a felon was committed and you have reasonable ground to believe the person you attempt to apprehend have committed the felony. You must have cause to believe the arrest involved is actual or threatened attack that may cause death or serious bodily harm.**
    - c) **No officer may discharge warning shots.**
    - d) **You can not shoot at a moving car unless it is being used as a projectile weapon with no means of escaping and you have reasonable cause to believe it may cause or do bodily harm.**
    - e) **Your weapon may not be used in any case involving a misdemeanor offense.**
    - f) **Special Police Officers who are not commissioned (licensed) for armed status can not carry a firearm.**
-

**FIRE ARM STORAGE:**

All weapons shall be unloaded, placed in a locked gun box, out of the reach of children. Weapons should be stored where only the authorized person knows its location. Ammo must be stored in a separate place.

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**WEAPON TRANSPORTATION:**

Weapons carried by Special Police Officers may be carried only while on duty in his/her assigned work area. When traveling with a weapon, there will be no deviation between one Officers' residence and the work site and the work site and the Officers' residence. A Special Police Officer is not authorized to use their firearm during transportation. Weapon cannot be carried in a paper bag. A Special Officer that carries his/her weapon in jurisdiction other the District of Columbia, is subject to arrest and can be charged with a criminal offense. Fire arms must be worn while transporting and the Officer must be in complete uniform, an outer garment maybe worn to conceal the weapon. When a Special Police Officer is experiencing unusual stress, tension or depression, the fire shall not be handled for any reason.

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**HAWK ONE SECURITY, INC.**  
**1331 H Street, NW Suite 600**  
**Washington, DC 20005**

**MOTOR-VEHICLE OPERATOR'S LOG**

Vehicle Identification \_\_\_\_\_

Date \_\_\_\_\_ Watch \_\_\_\_\_

TIME OUT	TIME IN	OUT MILEAGE	IN MILEAGE	OPERATOR

**BODY CHECK:** Check appropriate box if damaged, submit necessary Work Orders, Reports

Hood		Left Fender		Right Fender		Front Bumper	
Roof		Right Door		Left Door		Right Panel	
Left Panel		Rear Tail Gate					

**EQUIPMENT CHECK:** Check appropriate box if damaged/not operating, submit necessary Work Orders, Reports

Siren/P.A. System		Roof Revolving Light		Side-Roof Flashers	
Radio		Directional Signals		Head Lights	
Horn		Wipers		Fire Extinguisher	
				First Aid Kit	

**MECHANICAL SYSTEM:** Check appropriate box and submit Work Orders

Brakes		Oil Engine		Tires		Spare Tire		Battery	
								Radiator	

**GAS/OIL:** Gas \_\_\_\_\_ Gals. Oil \_\_\_\_\_ Qts. Trans, Fluid \_\_\_\_\_ Qts. Brake Fluid \_\_\_\_\_

## MOTOR VEHICLE OPERATOR'S LOG

VEHICLE NUMBER _____	DATE _____
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1.  Vehicle is in good operating condition.  
 2.  Items checked below require attention.

**NOTE:** Check with (X) the statement above which applies. If No. 2 is checked, the items needing attention should be checked in the list below or defects should be listed on reverse side.

<input type="checkbox"/> Ammeter <input type="checkbox"/> Battery and Water <input type="checkbox"/> Body Bolts (Loose) <input type="checkbox"/> Brakes (Foot) <input type="checkbox"/> Brakes (Parking) <input type="checkbox"/> Bumpers <input type="checkbox"/> Chains (Tire) <input type="checkbox"/> Clutch <input type="checkbox"/> Defroster <input type="checkbox"/> Door Latches or Locks <input type="checkbox"/> Exhaust Gases in Cab <input type="checkbox"/> Fan Belt <input type="checkbox"/> Fenders <input type="checkbox"/> Fire Extinguisher <input type="checkbox"/> Flags or Flares <input type="checkbox"/> Gearshift <input type="checkbox"/> Generator <input type="checkbox"/> Heater <input type="checkbox"/> Horn <input type="checkbox"/> Jack	<input type="checkbox"/> Lights (Fog) <input type="checkbox"/> Lights (Head) <input type="checkbox"/> Lights (Body) <input type="checkbox"/> Lights (Stop) <input type="checkbox"/> Lights (Tail) <input type="checkbox"/> Lubrication <input type="checkbox"/> Motor <input type="checkbox"/> Oil Pressure <input type="checkbox"/> Radiator <input type="checkbox"/> Rearview Mirror <input type="checkbox"/> Reflectors <input type="checkbox"/> Signals (Directional) <input type="checkbox"/> Speedometer <input type="checkbox"/> Springs <input type="checkbox"/> Starter <input type="checkbox"/> Steering Gear <input type="checkbox"/> Tires <input type="checkbox"/> Wheels <input type="checkbox"/> Windshield Wiper <input type="checkbox"/>
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Used In Plant    Ending Mileage \_\_\_\_\_     Used Outside Plant    Starting Mileage \_\_\_\_\_

SIGNED BY \_\_\_\_\_  
DRIVER

**HAWK ONE SECURITY, INC**  
 1331 H Street, NW Suite 600  
 Washington, DC 20005

**POST INSPECTION REPORT**

Supervisory Special Police Signature \_\_\_\_\_

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

DCPS Facility	Time In	
	Time Out	
	Officer SO/SSPO	
	Weapon	
	Officer In Uniform	
	Name Tag	
	Was Bldg. Exterior Checked	
	Was Bldg. Interior Checked	
	Handcuff	
	Night Stick	
	Valid ID Card	
	Flash Light	
	Keys (#)	
	Activity Report	
	Incident Report	
	Sign In Log Supervisor	
	Sign In Log Officer	
	Visitor's Sign In Sheet	
	Radio Check	
	Officer's Signature	



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## CUSTOMER SERVICE

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Hawk One Security has established a comprehensive Customer Service Program that is emphasized in conjunction with our security plans, programs, policies and procedures.

Our Customer Service Program is directed toward (3) three levels.

The **First Level** is the Public. We realize that although our primary mission is to provide security services; by the very nature of that service, our personnel will be in daily and almost constant contact with the public. In this case we refer to the public as those individuals who are not tenants of the buildings or facilities in which our employees are assigned.

Within the scope of employment our security personnel will serve as first line ambassadors or representative of not only Hawk One, but the agencies located within the building we service.

Customer Service, and the individual's ability to meet our expectations in this regard, begins with the interview process for the perspective employee. Careful attention is paid to body language, demeanor as well as verbal and non verbal communications ability.

This is the new employee's first understanding of the Hawk One emphasis on the "service" in Security Services.

Customer Service standards and expectations are discussed in detail during the orientation process for new hires. They are provided a personal copy of the "Customer/Client Bill of Rights" and their agreement that they understand the expectations with respect thereto is documented by their signature on the file copy.

Evaluation of our Customer Service Program is part of our Quality Assurance activities in as much as we are assessing the desired "outcome". Customer Service is every employee's job to support, contribute and correct.

It is our intention to place Customer Comment Cards at each Post and Station for use by the Public in providing feedback both positive and negative regarding their interaction with our staff.

The **Second Level** is directed toward the Building or Facility Occupants.

Once again, our primary mission is to provide the occupants with security services within the scope of the contract; we also realize they in effect are also "customers".

This is especially true in our role as security officials in the District of Columbia Public Schools.

It is especially desirable that our security personnel maintain professional and cordial

relations with the students, faculty and staff. Although undue familiarity is discouraged; a rudimentary ability to associate names and faces of occupants is an important adjunct in identifying individuals who may attempt unauthorized entry or traverse through the building or facility.

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We will conduct both random and programmed surveys of the building/facility occupants regarding the services provided as well as our customer relations. A random survey can be done by the Project Manager, Cluster Supervisor or Quality Assurance Director in casual conversation with one of the occupants. Our programmed surveys are more formalized and involve a one sheet checklist with space for comments that will be handed out to occupants at prescribed intervals. The Supervisors will collect these surveys and turn them in to the QA/QC Manager.

Information compiled from the Comment Cards and Surveys will be used to assess our program as well as provide an indication as to the need for additional training of an individual or group. It could also be the source of suggestions which would lead to changes in the orientation or follow up training plans.

The **Third Level** is our own employees. Far too many companies fail to understand that their own employees are in fact "customers" of the company. At Hawk One we realize that the well being and satisfaction of our employees is reflected in the character of service they render.

Every manager and supervisor is personally charged by our President with ensuring the concerns of our employees are addressed in a timely manner and that no issue remains unresolved.

The Director of Human Resources has developed and implemented an Employee Job Satisfaction Survey which is used to encourage either personal or anonymous feedback. This survey will be utilized at intervals on a schedule to be determined by the Director. Hawk One Security Inc. takes Customer Service seriously. It is not a buzz word or the project of the moment but rather an ongoing sincere effort to meet and/or exceed customer satisfaction norms and standards for the public, the building/facility occupants and our employees.

This will surely contribute to a more safe and pleasant environment at those sites to be staffed by our company.

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## SERVICE GOALS

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To provide the Secondary Schools of the District of Columbia with commissioned, armed and unarmed, licensed, trained special police officers, and security guards. In addition, we will provide the required administration, management and supervision necessary to successfully meet and/or exceed the contract specifications as outlined in RFP #POFA-2004-R-0005. By utilizing the staffing model outlined in our response to the RFP, we will provide for the protection of the students, staff and faculty, safeguarding of DCPS property, and persons visiting the schools and facilities covered under the contract.

After completion of 180 days managing this project, Hawk One Security will submit our recommendations a prototype security service delivery model. This model will include strategies and techniques for the inclusion of lessons learned and observations made which will improve the quality and efficiency of security services in the secondary schools. A supporting implementation plan will be submitted to the MPD & DCPS.

Issues related to the service delivery model will include:

- A site analysis, which includes the physical plant, exterior grounds, athletic fields and parking lots.

- Goals that are more clearly defined for the special requirements of each school.

- Define Supporting Objectives which will achieve or exceed these goals.

- The conversion of specific objectives into Service Deliverables and/or Functional Tasks.

- A review of the position duties and responsibilities of assigned personnel to ascertain if additional categories of service are required to meet the needs identified in the recommendations.

- Articulate personnel issues such as recruitment, orientation, screening, selection, training (both didactic, on the job training), deployment / assignment, supervision and personnel evaluation as related to meeting the contract specifications to date.

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## **SECURITY SERVICE SUPPORTING OBJECTIVES**

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To achieve the project goals enumerated herein, Hawk One Security Inc. has identified and will achieve the following thirteen (13) supporting objectives:

Provide armed and unarmed security guards at the indicated Secondary Schools of the DCPS.

Develop, implement and monitor a plan that supports a drug-free environment for our staff, students, faculty and visitors at each school.

Establish a quality assurance program that insures all project services are carried out in a timely manner given the tasks, conditions and prescribed standards.

Provide a cadre of senior Cluster Supervisors who will visit each school and supervise the work of the officers assigned and direct or redirect the security officers as necessary based upon need and circumstance.

Staff fixed post/duty stations at each school and center service in addition to making foot patrols and escorting persons in and around the building and its perimeter as required by standard orders..

Secure the property of each school against theft, pilferage and malicious damage.

Apprehend and detain persons for arrest by local authorities if circumstances dictate.

Be integrally involved in the Fire Safety Protocols at each school.

Give directions and provide information to students and visitors at each school.

Record, maintain, and report abnormal or irregular incidents that occur.

Develop and implement a systematic data collection process to support a "prototype" service model for security guard services operating within the DCPS.

**HAWK ONE SECURITY, INC.  
3127 MARTIN LUTHER KING AVE SE.  
WASHINGTON, D.C. 20032**

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**RESPONSE TO IFB/REQUEST FOR PROPOSAL  
SOLICITATION # POFA-2004-R-0005  
ENTITLED: "D.C. PUBLIC SCHOOLS SECURITY AND RELATED  
SERVICES"**

## **OPERATIONS PLAN**

**RECOMMENDATIONS  
SAFETY/SECURITY PLAN  
MAINTENANCE PROGRAMS  
TRANSITION PLAN  
SERVICE DELIVERY SCHEDULES**

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## **OPERATIONS PLAN**

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The Hawk One Security Operations Plan provides the general methodology that will be used to apply the specifications of the contract. It is the guideline for how the work of providing security services to the District of Columbia Public Schools under the supervision and control of the Metropolitan Police Department.

### **Concept of Operation**

The Headquarters Element for Hawk One Security management of security services to be provided for the Secondary Schools, will operate from the D.C. Public Schools Command Center located at 3535 V Street N.E., Washington, D.C.

The Headquarters Element (HE) is identified in the Management Plan and is staffed in accordance with Section B of the RFP.

All members of the HE will report to the Command Center. The Assistant Project Manager's hours of work will be from 7:00am to 3:30pm. The Project Manager's hours of work will be from 9:00am to 5:30pm. The Administrative Coordinator's hours of work will be from 9:00am to 5:30pm. The Administrative Assistant's hours of work will be from 7:00am to 3:30pm. This staggered reporting time affords management and administrative coverage at the Command Center before the start of the school business day and extends after the close of the school business day. There are numerous advantages to this structure most of which are readily apparent.

The Cluster Supervisors hours of work will be from 8:00am to 4:30pm. This schedule will have them on duty from start to finish of the school business day.

The Special Services Officer which includes those assigned to S.A.V. E. Team, Gang Unit and the Investigators will also work 8:00am to 4:30pm. These individuals will also report to the Command Center. Although they primarily receive their direction from the MPD; these individuals will be a part of the "daily" briefing and pursuant to their individual assignments, keep the Project Manager abreast of their activities.

Prior to reporting to the Command Center; the Cluster Supervisors will report to the Corporate Dispatch Officer to procure their vehicles.

We recommend a "daily" briefing by the MPD and DCPS representatives to be conducted each morning. This will insure that the Hawk One Security HE personnel have a clear understanding of the priorities, if any, for that days work

Unless there is input from the COTR, DCPS or other MPD representative; the Cluster Supervisors will follow a predetermined schedule of rounds at the schools assigned to their "cluster".

Although the RFP stipulates the minimum time the Cluster Supervisors must spend at their assigned schools. Given the level of interface we expect these individuals to have with the Principals, Staff and students as well as involvement in community outreach; we are confident that the number of dedicated hours per school will not only meet but exceed the standard.

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Our individual Security Officers will report directly to their school or education center of assignment. Upon arrival, they will contact the Hawk One Security Dispatch Office and report the time of arrival and subsequent time of departure at the end of the duty day.

All officers are instructed to contact the Dispatch Office in the event they are unable to report for duty no less than 4 hours prior. This will afford the opportunity to access the Reserve Pool (part-time officers) to arrange coverage for the site.

In response to the after school or other special activities requirements; Hawk One Security will make primary use of our part time officers. This will lessen the impact of "overtime" and provide those officers with sufficient hours of work to maintain a viable manpower resource.

The remainder of the operation is described in the documents which follow in this section.

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## **TRANSITION PLAN**

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Once official notification has been received regarding the award of this contract to Hawk One Security Inc.; the Corporate Management Team will assemble to meet with the President.

The purpose of this meeting will be as follows:

Confirm the number, location and staffing requirements of the worksites identified in the contract.

Identify those Corporate Officers, Managers and Supervisors who will have specific duties and responsibilities in the implementation of the Transition Plan.

Review all contract provisions, restrictions and special conditions.

Review the contract "deliverables".

Review this Transition Plan against the time remaining from award to "official" start date to insure all actions mandated by the contract as well as those internal logistical support preparations are initiated and can be completed within that time frame.

The following is a proposed time table based upon an (8) eight week lead time frame for assuming security responsibilities:

### **WEEK ONE            15 – 19 November 2004**

Corporate Meeting... Start-up

Establish initial contact with Watkins Security Inc. advising them of the contract award to Hawk One Security and requesting a meeting to coordinate the transition.

Conduct inventory of on-hand equipment to determine what additional procurement needs to be made in order to logistically support the number of personnel that will be assigned to the contract.

Conduct a joint meeting with the Metropolitan Police Department, District of Columbia Public Schools, the assigned Contracting Officer, Contracting Officer Representative and Watkins Security Inc. representative to review the contract requirements and work out the details of the transition.

Provide the MPD with a copy of the Transition Plan.

Provide the MPD with a copy of the Hawk One Security Dress Code and Grooming Standards.

Provide a presentation of the prescribed uniform to be worn by Hawk One Security personnel in the performance of their duties at the contract sites.

Provide the MPD with a copy of the Hawk One Security uniform issue policy.

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Begin screening Watkins Security personnel who wish to be considered for retention by Hawk One.

Begin scheduling of physical examinations, drug & alcohol screening/testing and initiation of background investigations for prospective employees.

As part of the recruitment process, we will begin administering physical exams, drug and alcohol screening/testing and initiation of background investigations on perspective employees.

Prepare the proposed equipment listing, including the purchase of vehicles, to the MPD for approval.

Coordinate independent testing certification for the personnel who complete the Basic Security Training Classes.

Corporate Meeting (Staff Progress Reports)

**WEEK TWO      22 – 26 November 2004**

Provide the MPD with a copy of the Hawk One Quality Control Plan and schedule a meeting to review and discuss its implementation.

Provide the proposed equipment procurement listing, including vehicles, to the MPD.

Formulate the Security Officer Work Schedules for each contract site.

Initiate and expedited supply and equipment purchase orders.

Continue with scheduling of physical examinations, drug and alcohol screening/testing and initiation of background investigations on prospective employees.

Corporate Meeting (Staff Progress Reports)

**WEEK THREE                      29 November – 3 December 2004**

Conduct Hawk One Security Inc. Human Resources Orientations for all new personnel to include those transferring from Watkins Security Inc.

Continue with scheduling of physical examinations, drug and alcohol screening/testing and initiation of background investigations on prospective employees.

Formalize job offers to those employees of Watkins Security Inc. who will continue service under Hawk One Security Inc.

Complete purchasing arrangements for vehicles and arrange for secure domiciling.

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Corporate Meeting (Staff Progress Reports)

**WEEK FOUR                      6 – 10 December 2004**

Conduct Basic Security Training Classes for new officers.

Continue with scheduling of physical examinations, drug and alcohol screening/testing and initiation of background investigations on prospective employees.

Coordinate conduct of independent audit of Personnel Files (Contract Out)

Complete the accession of Watkins Security Inc. employees who will continue service under Hawk One Security Inc.

Conduct Hawk One Security Inc. Human Resources Orientations for all new personnel to include those transferring from Watkins Security Inc.

Pick-up vehicles and prepare Vehicle Log Books to include maintenance record forms, mileage & trip record, accident forms, Preventive Maintenance Checks & Services record and vehicle accessory inventory sheet.

Corporate Meeting (Staff Progress Reports)

**WEEK FIVE                      13 – 17 December 2004**

Conduct Basic Security Training Classes for new officers.

Prepare administrative documents and organize for equipment issue.

Complete purchase of vehicles, complete vehicle accessory inventory sheet, place key in the Log Book and secure it with the Hawk One Security Dispatch Office.

Issue uniforms and equipment. (minus weapons).

Undergo independent audit of Personnel Files.

Corporate Meeting (Staff Progress Reports)

**WEEK SIX****20 – 24 December 2004**

Conduct Training Review for personnel transferred from Watkins Security Inc.

Issue uniforms and equipment. (minus weapons)

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Confirm Officer Work Schedules.

Publish/Post the Officer Building/Site Assignments and Work Schedules.

Conduct "make up" Hawk One Security Inc. Human Resources Orientation for new personnel.

Complete the Building/Site Orientations for the DCPS Secondary Schools. (To be conducted by the MPD and DCPS)

Conduct full dress uniform and equipment inspection. Officers will be required to be in full dress uniform with equipment (minus weapons) during the building/site orientations.

Conduct of independent testing and certification for those who have completed the Basic Security Training Classes.

Corporate Meeting (Staff Progress Reports)

**WEEK SEVEN****27 – 31 December 2004**

Complete the Building/Site Orientations for the DCPS Secondary Schools. (To be conducted by the MPD and DCPS)

Conduct full dress uniform and equipment inspection. Officers will be required to be in full dress uniform with equipment (minus weapon) during the building/site orientations.

Conduct of independent testing and certification for those who have completed the Basic Security Training Classes.

Complete the Command Center Orientation. (To be conducted by the MPD)

Provide MPD with the certifications of training for personnel transferred from Watkins Security Inc. as well as all new accessions.

Provide MPD with the results of the independent audit of Personnel Files.

Provide MPD with the results of the independent testing and certification for those who have completed the Basic Security Training Classes.

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Corporate Meeting (Staff Progress Reports)

**WEEK EIGHT**

**3 - 7 January 2005**

Complete the issue weapons and ammunition to armed officers.

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Conduct a joint meeting with the Metropolitan Police Department, District of Columbia Public Schools, the assigned Contracting Officer, Contracting Officer Representative and Watkins Security Inc. representative to complete a final status review of the transition process.

Corporate Meeting (Staff Progress Reports)

The primary responsibility for the implementation of the key elements of the Transition Plan will rest with designated corporate executive managers and staff. A recapitulation of the weekly activities by individual responsible is as follows:

**President**

**Tyrone Thompson**

General oversight and direction for the implementation of the Transition Plan.

Review and approval of all adjustments, changes, inclusions or exclusions involving the Transition Plan.

Conduct of discussions and negotiations pursuant to contract finalization.

Final approval authority for the completed contract agreement.

Chairs the Corporate Meetings.

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**Director, Human Resources**

**Director, Quality Assurance**

Primary point of contact for Watkins Security Inc.

Coordinating personnel transfers from Watkins Security Inc. to Hawk One Security Inc.

Advertising for position vacancies. (Recruitment Process)

Interviewing and screening prospective employees.

Prepares and extends job offers.

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Scheduling of physical examinations, drug and alcohol screening/testing and initiation of background investigations.

R(9)(2)

Conduct of the Hawk One Security Human Resources Orientation.

Coordination of Basic Security Training Classes.

Coordination of Training Review Classes for transfer personnel.

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Arranges for independent audit of Personnel Files.

Arranges for independent testing and certification of those who complete the Basic Security Training Classes.

Insures timely submission of the following suspense items:

- Provides MPD with a copy of the Hawk One Security Dress Code and Grooming Standards.
- Provide MPD with certification of training for all personnel (independent testing/certification for the Basic Security Training Classes).
- Provide MPD with the results of the independent audit of Personnel Files.

**Security Administrator & Logistician**  
**Security Administrator, Operations**

[REDACTED]

Conduct of the equipment inventory.

Preparation of proposed equipment listing (includes vehicles & weapons)

Initiating supply & equipment purchase orders.

Issue of uniforms and equipment.

Issue of weapons & ammunition.

Procurement of vehicles.

Prepare officer building/site assignments.

Prepare officer works schedules.

**Security Administrator, Marketing**

[REDACTED]

Coordination of building/site orientations.

Coordination of Command Center orientation.

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Parking arrangements for contract vehicles.

R(9)(2)

Coordination and integration of Corporate Dispatch operations with the Contract Staff at the Command Center.

Coordinate contract vehicle administration with the Corporate Dispatch operation.

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Establish vehicle Log Books for contract vehicles.

Although the aforementioned individuals have been given primary responsibilities for completion of selected tasks associated with the Transition Plan; they will be assisted by other members of the corporate executive and administrative staff. The success of this plan is enabled by the team cooperation that is a hallmark of the Hawk One Security Inc. ethic.

In addition to the scheduled activities of this plan. There are a number of additional activities which Hawk One Security will be conducting concurrently during the period.

These included the following:

- Conduct of a preliminary external site visitation to each of the schools and leaning centers to ascertain the general "climate" of the neighborhood and other local environmental factors which could impact on the security mission.
- Coordinate with the MPD to review the records of all major incidents or situations which have occurred at the sites covered under this contract in the previous (6) six months.
- Meet with as many of the school principals as is practical in the time allotted before start-up.

We feel strongly that every effort should be made to become as familiar with the student environment as possible. This will also enable Hawk One Security Inc. to provide the most comprehensive and inclusive recommendations with regard to security services for the DCPS.

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**HAWK ONE SECURITY, INC.  
SERVICE DELIVERABLE SCHEDULE**

Service Function	Deliverable	Frequency	Method of Delivery	Provided By	Due Date
<p><b>C.2.10, C.2.12, C.17.5 and C.24.2 - Incident Logs, Accident Reports, Equipment Inventories, Security Surveys</b></p>	<p>Hawk One will provide the following: Incident Reports, Logs, Accident Reports, Equipment Inventories, Incident Summary Report and Security Surveys. To ensure that all incidents/accidents are reported and addressed in a timely matter. All log entries are posted and updated on a daily basis, all equipment is operable and all staff will report any and all non-functional equipment. Officers will conduct security surveys as requested by MPD</p>	<p>Ongoing</p>	<ol style="list-style-type: none"> <li>1. Hard copy to MPD COTR</li> <li>2. Electronic copy to MPD COTR</li> <li>3. Hard copy to file</li> </ol>	<p>Human Resources</p>	<p>As directed by MPD COTR</p>
<p><b>C.7.3 - Dress Code and Grooming Standards</b></p>	<p>It is the standard policy of Hawk One that officers so required will wear a complete uniform including the appropriate insignia, badging and equipment. Hawk One will provide two types of uniforms <b>Hard</b> and <b>Soft</b>. Officers employed inside DCPS will dress in soft uniforms and field officers will dress in hard uniforms. The uniform will be clean and properly creased at all times. Seasonal wear specification: summer uniforms will commence May 1<sup>st</sup> through September 30<sup>th</sup>, winter uniforms will commence October 1<sup>st</sup> through April 30<sup>th</sup>. Employees will be subject to uniform inspection 24-7 at the discretion of any corporate office staff member</p>	<p>Ongoing</p>	<ol style="list-style-type: none"> <li>1. Hard copy to MPD COTR</li> <li>2. Hard copy to file</li> </ol>	<p>Training Coordinator</p>	<p>15 days following contract award</p>

**HAWK ONE SECURITY, INC.  
SERVICE DELIVERABLE SCHEDULE**

Service Function	Deliverable	Frequency	Method of Delivery	Provided By	Due Date
<p><b>C.25.1 - Quality Control Plan (QCP), including Security Post, Inspection Report and Corrective Action Report</b></p>	<p>Program Manager, Assistant Program Manager, Cluster Supervisors, Site Supervisors and Facility Security Officer, will be responsible for the day-to-day operation of facilities through written reports and physical inspection and monitoring of all DCPS facilities to ensure compliance. All results will be documented in the following format:                      Security Post Inspection Report to address concerns that have been identified. Corrective Action report will consist of the steps and procedures taken to correct all issues identified in the Security Post Inspection Report</p>	<p>Ongoing</p>	<ol style="list-style-type: none"> <li>1. Electronic copy to MPD COTR</li> <li>2. Hard copy to MPD COTR</li> <li>3. Hard copy to file</li> </ol>	<p>Project Manager, Assistant Manager</p>	<p>15 days following contract award</p> <p>Post Inspection Report submitted last day of each month</p> <p>Corrective Action Report submitted weekly</p>
<p><b>E.2 - Security Post Inspection Report</b></p>	<p>Cluster Supervisors, Site Supervisors and Facility Security Officer will report day-to-day operations of DCPS facilities through written reports and physical inspection and monitoring of all facilities to ensure compliance</p>	<p>Make scheduled and non-scheduled site visits to assure proper service delivery. Inspect and review all written reports and log entries for accuracy and completeness, provide employees and Contracting Officers with findings. Maintain written and verbal communication with Contracting Officers</p>	<ol style="list-style-type: none"> <li>1. Electronic copy to MPD COTR</li> <li>2. Hard copy to MPD COTR</li> <li>3. Hard copy to file</li> </ol>	<p>Project Manager, Assistant Manager, Cluster Supervisors and Site Supervisors</p>	<p>Last day of each month</p>

**HAWK ONE SECURITY, INC.  
SERVICE DELIVERABLE SCHEDULE**

Service Function	Deliverable	Frequency	Method of Delivery	Provided By	Due Date
<p><b>E.3 - Corrective Action Report</b></p>	<p>Hawk One will discipline or remove staff for unfit behavior and for failure to adhere to the rules and regulations which govern the contract, to include the following disciplinary actions:</p> <p>Level I Offense: Counseling and written reprimand</p> <p>Level II Offense: One week suspension, and 90 day probation</p> <p>Level III: Termination</p> <p>Outlining steps for corrective action as identified in E.2</p>	<p>Weekly</p>	<ol style="list-style-type: none"> <li>1. Electronic copy to MPD COTR</li> <li>2. Hard copy to MPD COTR</li> <li>3. Hard copy to file</li> </ol>	<p>Project Manager, Assisted Program Manager</p>	<p>Weekly</p>
<p><b>C.29 - Transition Plan</b></p>	<p>Hawk One will consider the incumbent staff that is currently employed, as well as request copies of personnel files to ascertain current training and fitness for duty. It will be determined at that time if the employee meets the requirements to fulfill the positions as assigned. It is the plan of Hawk One to have staff who meet the hiring requirements ready to report to work without any interference with DCPS day-to-day operation. A scheduled meeting with MPD and DCPS to further discuss the transition will occur.</p>	<p>One Time</p>	<ol style="list-style-type: none"> <li>1. Electronic copy to MPD COTR</li> <li>2. Hard copy to MPD COTR</li> <li>3. Hard copy to file</li> </ol>	<p>Human Resources Management Team</p>	<p>Three (3) days after contract award</p>

**HAWK ONE SECURITY, INC.  
SERVICE DELIVERABLE SCHEDULE**

Service Function	Deliverable	Frequency	Method of Delivery	Provided By	Due Date
<b>C.14.1 - Proposed Uniform and Equipment Program</b>	<p>Hawk One will include in Section B of the proposal the cost to purchase uniforms and other equipment to fulfill the requirements of this solicitation. Listed are the required uniforms to be worn.  <b>Soft Uniform:</b> White long sleeve shirt and short sleeve shirts, Slacks (gray), Blazers (navy), Belt (garrison), Badge (silver), Rain Coats, Rain Boots, Parker Coats, Ties: clip and cross, Shoes (black), Gloves and Socks. <b>Hard Uniform:</b> Gray long sleeve shirt and short sleeve shirt, Slacks (black), Sweater (black), Bomber (jacket), Belts (garrison and sam brown), Rain Coats, Rain Boots, 8 Point Hat, Gloves, Ties: clip and cross, Night Sticks (wooden), Shoes (black), Holster.</p>	One Time	1. Hard copy to MPD COTR	Human Resources	Seven (7) days after notice of contract award
<b>H.7.7 - Presentation of Actual Uniforms</b>	<p>Hawk One uniforms shall be in compliance with the standard uniform for SPOs and guards as stipulated by the MPD's SOMB.  Hawk One shall schedule a meeting with MPD's SOMB to present actual uniform to be worn by staff as well as provide a copy of the uniform policy regarding issuance and upkeep of uniforms.</p>	One Time	1. Presentation to MPD COTR	Human Resources	Proposed Uniform Program three (3) days following award Seven (7) days prior to start of contract Fifteen (15) days after contract award

**HAWK ONE SECURITY, INC.  
SERVICE DELIVERABLE SCHEDULE**

Service Function	Deliverable	Frequency	Method of Delivery	Provided By	Due Date
<p><b>C.9.2 - Training Completion Roster/Hire Report</b></p>	<p>Hawk One will provide new employee orientation on organization rules, regulations and the Basic Security Officers Training that would include the DC Code, use of force and crime scene preservation, youth at risk, as well as the required 47 hours training mandated by MPD.</p> <p>Hawk One Supervisory staff will participate in the required Basic Training, Firearm Training and additional 16 hours of Supervisory training to include: Techniques of Management/supervision, Site/Post Inspection, security Surveys, Principles of Documentation, Performance Management and Interview Techniques.</p> <p>Hawk One will conduct continuing education training to line staff as well as supervisors Documentation will be provided on weekly hours of participation, i.e.,</p> <ol style="list-style-type: none"> <li>1. Basic Security Training</li> <li>2. Firearms Training</li> <li>3. Youth at Risk Training</li> <li>4. 40 Hours of Additional Supplemental Training</li> <li>5. Refresher Security Training</li> </ol>	<p>Ongoing</p>	<ol style="list-style-type: none"> <li>1. Electronic copy to MPD COTR</li> <li>2. Hard copy to MPD COTR</li> <li>3. Hard copy to file</li> </ol>	<p>Human Resources, Training Coordinators</p>	<p>Prior to assignment of new employees</p> <p align="right">On-going</p>



**HAWK ONE SECURITY, INC.  
SERVICE DELIVERABLE SCHEDULE**

Service Function	Deliverable	Frequency	Method of Delivery	Provided By	Due Date
<p><b>C.2.12 - Post Orders for each school and each shift</b></p>	<p>Hawk One will prepare post orders and duty responsibilities for each post on each shift, at each facility, who is responsible for roving patrol, time and location of patrol, fixed post requirements and responsibilities.</p>		<ol style="list-style-type: none"> <li>1. Electronic copy to MPD COTR</li> <li>2. Hard copy to MPD COTR</li> <li>3. Hard copy to file</li> </ol>	<p>Management Team</p>	<p>Thirty (30) days after contract award</p>
<p><b>C.12.3 - Inventory of Equipment</b></p>	<p>Hawk One shall provide COTR with an initial inventory of all equipment owned by Hawk One or provided by DCPS.</p> <p>Hawk One is aware that during the term of this contract that approval form MPD COTR must be given in order to purchase equipment to perform the functions of the job, and at the end of this contract all equipment purchased by the Hawk One becomes the property of the MPD.</p>	<p>One Time</p>	<ol style="list-style-type: none"> <li>1. Hard copy to MPD COTR</li> <li>2. Hard copy to file</li> </ol>	<p>Management Team</p>	<p>Within thirty (30) days of contract award</p>

**HAWK ONE SECURITY, INC.  
SERVICE DELIVERABLE SCHEDULE**

Service Function	Deliverable	Frequency	Method of Delivery	Provided By	Due Date
C.23.2 - Building Orientation Report	Hawk One employees will participate in an initial four hour building orientation, prior to reporting to a DCPS worksite, which governs safety and compliance with laws, codes, regulations, rules and procedures that govern the physical layout of the assigned worksite. This would also be included in the assigned post orders. A building orientation report will be provided to MPD COTR after employees have successfully completed the orientation.	Ongoing	<ol style="list-style-type: none"> <li>1. Electronic copy to MPD COTR</li> <li>2. Hard copy to MPD COTR</li> <li>3. Hard copy to file</li> </ol>	The orientation shall be conducted by Hawk One Project Manager, Facility Officer, and Site Supervisor. All orientation training shall be approved by the MPD COTR	After completion of the orientation for each building listed in Attachment J.1
C.24.3 - Schedule for Independent Audit of Personnel Files	Hawk One will comply with maintaining personnel files and medical records under HIPAA regulations. All personnel files will contain appropriate documentation qualifying the employees to perform the assigned duties. At the request of MPD COTR all files will be made available for audits.	Ongoing	<ol style="list-style-type: none"> <li>1. Hard copy to MPD COTR</li> </ol>	Human Resources	Thirty (30) day after contract award and every six (6) months thereafter
H.7(5) - Commission/ Certification Report	Hawk One will be responsible for submission of employee's name, date of expiration and commission/guard license number. This will also include any personnel who resigned or was terminated.	Monthly	<ol style="list-style-type: none"> <li>1. Electronic copy to MPD COTR</li> <li>2. Hard copy to MPD COTR</li> <li>3. Hard copy to File</li> </ol>	Human Resources	Monthly

**HAWK ONE SECURITY, INC.  
SERVICE DELIVERABLE SCHEDULE**

Service Function	Deliverable	Frequency	Method of Delivery	Provided By	Due Date
<b>C.9.4 - Firearms Certification List</b>	Hawk One will provide a Certification List of each officer assigned a firearm along with their name, weapon serial number, date of issuance and caliber, make and model.	Monthly submission to MPD COTR	<ol style="list-style-type: none"> <li>1. Electronic copy to MPD COTR</li> <li>2. Hard copy to MPD COTR</li> <li>3. Hard copy to file</li> </ol>	Human Resources	Monthly submission to MPD COTR
<b>H.7(4) - Firearms Permits and Licenses</b>	Hawk One will be responsible for compiling a list of all officers assigned to carry a firearm/licenses under the guidelines of the Federal, State, and Municipal laws.	Upon request by MPD COTR	<ol style="list-style-type: none"> <li>1. Electronic copy to MPD COTR</li> <li>2. Hard copy to MPD COTR</li> <li>3. Hard copy to File</li> </ol>	Human Resources	Upon request by MPD COTR
<b>I.11 - Certificate of Insurance</b>	Hawk One will provide a copy of current certificate of insurance to include Bodily Injury, Property Damage, Worker's Compensation, Employers Liability and Automobile Liability.	One Time	<ol style="list-style-type: none"> <li>1. Hard copy to the Contracting Officer</li> </ol>	Human Resources	Every six (6) months during the contract period
<b>G.3 - First Source Agreement Contract Compliance Report</b>	Hawk One will enter into an agreement with the Department of Employment Services for recruitment and referral of candidates.  Hawk One will report any new hires to DOES as required.	10 <sup>th</sup> of every month	<ol style="list-style-type: none"> <li>1. Hard copy to Contracting Officer</li> </ol>	Human Resources	Final request for payment from the District

**HAWK ONE SECURITY, INC.  
SERVICE DELIVERABLE SCHEDULE**

Service Function	Deliverable	Frequency	Method of Delivery	Provided By	Due Date
<b>C.2.8 - Recommendation Regarding School Security Programs, Policies and Procedures</b>	Hawk One will regularly research and review best practices and trends in school-related security, consider its appropriateness for DCPS and submit our recommendations and implementation strategy in a report to MPD and DCPS officials.	Every six (6) months during the contract period	1. - Hard copy to COIR 2. Hard copy to file	Human Resources Project Manager	Every six (6) months during the contract period

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## **RECOMMENDATIONS ON SCHOOL SECURITY PROGRAMS, POLICIES AND PROCEDURES**

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The task of establishing a secure environment in which teachers can teach and students can learn requires comprehensive planning and appropriate policies and programs that address the needs of both the school system and the unique situation of each school within the system. In a secure school system, schools are made aware of potential security hazards and have mechanisms to respond as necessary. Schools are individually active in making their campuses secure from the threat of violence.

The partnering of DC Public Schools, the Metropolitan Police Department and Hawk One Security can produce the practical, balanced risk reduction measures to be taken to promote and ensure school safety.

We base our services on the belief that by understanding, recognizing and addressing small problems, we can often prevent larger and more serious incidents from occurring. School safety whose emphasis is solely on data collection of school-related crime, dress codes and protection of property leave our children and teachers vulnerable. Hawk One's holistic view of school security takes our services beyond reactive command-and-control and encompasses proactive mediation, investigation and collaboration. Our school security program is built on a professional team whose experience, expertise and knowledge in a number of integral aspects of school security and safety gives us our focus and order.

The security of school students, staff and property cannot be maintained by one or two security efforts or by the security contractor alone. Rather, it will require the open collaboration of the security contractor, the MPD School Security Division and DCPS staff students and parents. The need for productive and effective communication between these entities has never been more important. A holistic school safety approach will regularly engage them all in intervention, prevention and response efforts, and the daily feedback from our officers in the field to our project management will be a valuable element in proactive security efforts.

Under the new DCPS/MPD/contract security partnership, it is recommended that the following be established:

- Systemwide badge system for teachers and students
- Emergency code system
- Internal and external communication provisions
- Implementation of an electronic surveillance system
- Grounds patrol
- Replace Guard I with Guard II throughout the contract

**Recommendation: Establish a system-wide badge program for teachers and students**

While it may take several months to fully implement such a badging program and necessary equipment and materials would have to be purchased, the added security should outweigh the expense. It would be the responsibility of DCPS personnel to issue new badges or replacement badges if lost or stolen.

**Implementation Strategies**

1. DCPS Superintendent should appoint DCPS staff to lead in the initial implementation of a badge system
2. Designated DCPS staff should consult with MPD to determine which badge system is best for DCPS staff and students
3. DCPS should purchase the selected system
4. Superintendent should begin implementation of the badge system with central office staff and then proceed to schools and students

**Recommendation: Develop a uniform "lock down code" code to govern emergency situations requiring extreme security measures**

The implementation of this recommendation should eliminate any possible confusion among personnel and students as to the intent of the emergency signal. This should assist in reducing confusion during an emergency situation.

**Implementation Strategies**

1. MPD and DCPS Superintendent should assign an MPD officer and an alternative school principal to coordinate the identification of common or uniform "lock down" codes to be used in all school and centers
2. MPD and the designated principal should meet with principals representing all school levels and centers to identify acceptable codes.
3. Once it has been determined what codes will be used, the MPD officer and designated principal should schedule a meeting with MPD and DCPS Superintendent for approval
4. All DCPS principals should incorporate the new uniform code into DCPS emergency plans

**Recommendation: Ensure that designated MPD Officers, DCPS and Contract Security Staff Have Communication Devices**

The implementation of this recommendation should ensure that each school has the appropriate internal communication devices. These hand radios provide for more efficient communication with personnel who, because of their job responsibilities, must be out of the front office locations and on campus and grounds. MPD, DCPS and contract security staff personnel should communicate on the same equipment.

## Implementation Strategies

1. MPD and DCPS Superintendent should instruct the Assistant Superintendent to survey all schools to determine the current number of hand radios and the number needed
2. Once information has been compiled, the results should be forward to the Superintendent and MPD for approval to purchase the additional hand radios
3. DCPS Assistant Superintendent should then assign the equipment per survey findings

Additionally, further analysis of the communication should be conducted to ascertain whether it will meet future safety requirements of the MPD and the National Counter-Terrorism Center. Suggestions for improvements that can be networked with MPD's E Team environment will facilitate ease of implementation and use. Hawk One can implement a plan to work with the MPD to establish safety protocols that can be paired with the MPD incident management command and control center technology. This type of collaborative communication has been instrumental in making a difference between success and failure in saving lives and protecting property.

### **Recommendation: Evaluate the security needs of each school to determine the need for surveillance equipment and measures to control public access to building and grounds**

Implementation of this recommendation should provide valuable information upon which to base future security development plans. Also, this evaluation will result in identifying and prioritizing specific schools based on need to strengthen the school's security measures. Most schools have multiple entrances; some school's front office may be located with no view of the school's entrance area. School grounds and other areas of the building may not be secure. CCTV surveillance should cover the entire perimeter of the school and should include notification to make staff and student aware that their activity is subject to electronic surveillance.

## Implementation Strategies

1. MPD and DCPS Superintendent should inform all principals to coordinate with contract security to conduct a security needs assessment for their school
2. Principal representatives at each level and center will meet with MPD and the contract security project manager to approve a security evaluation checklist to be applied at each school
3. MPD and the contract security project manager should establish a series of review teams trained in the use of the evaluative checklist and will be assigned to specific schools for review
4. The review teams should conduct the security evaluations and prepare reports of findings and recommendations for submission to MPD and DCPS Superintendent and then forward to the DCPS Board of Education

5. The DCPS Board of Education should review the findings and recommendations and instruct the DCPS Superintendent and staff to develop a plan for implementing approved recommendations
6. MPD, and the contract security project manager should assign appropriate staff for more visual building patrol to monitor hallways, stairwells and bathrooms during the change of classes and every fifteen (15) minutes after all student have reported to class with a radio check to acknowledge that all locations are secure
7. Two armed FSOs should be assigned to patrol parking lots with list of assigned staffing parking, name model of vehicle and tag number. Four armed FSOs should be assigned to patrol exteriors areas of school grounds and MPD should monitor the activities of these officers via regular radio communication checks

**Recommendation: Replace Guard I with Guard II throughout contract.**

Staffing all guard positions with Special Police Officers will have a positive impact on retention and turnover. Security guards tend not to remain at this level for a number of reasons; either they seek advancement and obtain the training and certification to become an SPO, or they leave the field for a different career path. An added benefit is that with SPOs in contract positions, their roles can be expanded as the need arises.

**HAWK ONE SECURITY INC.  
SAFETY & SECURITY PROGRAM**

**GENERAL:** The Hawk One Security Inc. Safety and Security Program incorporates all applicable safety and security policies, procedures and guidelines in a mutually supporting and complimentary resource. It is intended as a handy ready reference for questions, situations and verifications relating to safety and security concerns at all levels of operations and services provided by the company.

**SCOPE:** This Program complies with all District of Columbia and Federal statutes, regulations and guidelines relating to Private Security Personnel, their employment, certification, training and management. It is applicable to all Hawk One Security management, supervisory, administrative and support personnel regardless of assignment location.

**PURPOSE:** To provide a ready reference with regard to safety and security compliance in the following areas:

**I. SAFETY**

**A. In-Transit**

In today's climate of random violence where anyone can become a victim, it is important to note that just because one is in a security uniform and even armed in some cases, it will not preclude an attack upon your person. Always be aware of your surroundings and when traveling alone, avoid dark and unlit streets or thoroughfares if possible. Where possible travel the most populated or heavily traversed routes while in transit. Your keen awareness and common sense is your best protection.

**B. On-Site**

**1. Personal & Public Safety**

Given the state of heightened awareness of the possibility of terrorist activity; careful observation of persons, areas and objects may make the difference in your own as well as the public's safety and well being in the areas for which you are responsible. While "profiling" is not a part of our security operations and training; be alert for

**HAWK ONE SECURITY INC.  
SAFETY & SECURITY PROGRAM**

“signal” behaviors which could indicate malicious or subversive intent. (Refer to Threat Briefing)

**2. Fire, Disaster & Major Incidents**

All officers must be thoroughly familiar with the Fire Emergency Plan for the building or facility in which they are assigned. You must familiarize yourself with the emergency exits and be able to direct personnel to these points of egress. You should also familiarize yourself with the physical layout and floor plans of the building or facility so that in the event routes of escape become blocked or otherwise impassable; you will be able to redirect personnel as needed. Rehearse your response to major incidents whether the source is an individual, object or catastrophic event. Develop an “if...then” strategy which will trigger an almost automatic response on your part i.e. “If” there’s an explosion outside the building...I will first....”then” I will.... You should refer to your Post Orders and building or facility emergency plans for guidance.

**II. SECURITY**

**A. In-Transit**

This is a major consideration when weapons are involved. The object of a personal attack might not be your money or valuables, but your weapon. Given the requirement that it be worn externally, insure it is properly seated in the holster and that the holster is securely affixed to the utility belt. This will make it more difficult to be removed from behind. In the event your weapon is taken under duress; notify the MPD immediately and file a police report with the responding MPD Officer, then contact the Hawk One Security Dispatch Desk to make a verbal report. This will be followed by your preparation of a written statement detailing the circumstances surrounding the loss of the weapon which you will provide the Hawk One Security Administrator.

**HAWK ONE SECURITY INC.**  
**SAFETY & SECURITY PROGRAM**

**B. On-Site**

Your security duties and responsibilities will be included in your Post Orders and in the Scope of Work outlined in the security services contract. The paramount security consideration while on site is focus and attention. Beware of individuals, situations or extraneous distractions that may allow a critical observation to go unnoticed with disastrous consequence. Be aware of the officers assigned to your building or facility. Challenge any Hawk One Security officer whom you do not recognize or to whom you have not been alerted as a substitute or replacement.

**C. Uniforms**

The security of your uniforms has become an essential adjunct to general security regardless of company, agency or organization. The use of stolen or copied uniforms by criminals and now terrorists has been well documented. You must report any loss or theft of uniforms to your supervisor as soon as possible.

**D. Personal Equipment**

The securing of your personal equipment is equally as important as your uniforms. These items can be used as adornment to legitimize stolen or "created" uniforms. Items such as the "night stick" can be used as illegal weapons on the street should they fall into the wrong hands. You must also report any loss or theft of personal equipment to your supervisor as soon as possible.

**E. Operations**

Do not discuss the particulars of your security duties and routines outside the Hawk One Security organization. This would include your lunch times and/or break periods, number of officers assigned and/or protocols for controlling access. Idle conversation regarding operations could provide information that would enable persons to negate the security effort.

**HAWK ONE SECURITY INC.  
SAFETY & SECURITY PROGRAM**

F. Public Media

Hawk One Security Officers and personnel will not interact with the "media". Under no circumstances will interviews be given or questions regarding the security services, status of individuals, operations or any information with respect to the contract be provided. Refer all inquiries from the media to your supervisor.

**III. WEAPONS**

A. Firearms

1. Administrative Qualifications (Licensing)...necessary for issue.
2. Weapons Qualification (Certification)...necessary for issue.
3. Procurement, Inventory & Accountability

Only the President, Hawk One Security can authorize the purchase/procurement of weapons. Use of "personal" weapons by SPO's is not authorized.

The Hawk One Security Logistics Officer is the responsible for maintaining the weapons inventory. This inventory is by serial number and will be completed monthly.

Weapons not issued will be the responsibility of the Logistics Officer. Once issued; the individual to whom the weapon is "hand receipted" will have responsibility for its security.

4. Security & Storage

Weapons issued to individuals must be secured in a "locked" container when retained in the home and stored in an area not generally accessible and definitely out of reach of children. ***Ammunition cannot be stored in the container with the weapon!***

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**SAFETY & SECURITY PROGRAM**

5. Issue & Receipt

Weapons will be issued on a "hand receipt" form which is pre-sequentially numbered. Both the issuer and receiver will sign the hand receipt for record. A copy will be given the individual issued the weapon, a copy will be maintained in the personnel file and the original will be retained in the logistics file.

6. Maintenance

a. Repository

While maintained in the repository; care and maintenance of the weapons is the responsibility of the Logistics Officer. Ammunition will be stored in packs. Storing of individual cartridges should be avoided.

b. Individual Maintenance

Aside from wiping with a dry cloth to remove dust; cleaning of "unfired" weapons is not performed by the individual. Weapons will be turned-in to the Logistics Officer quarterly for detailed inspection and cleaning. A replacement weapon will be issued upon turn-in. Ammunition will be periodically wiped with a dry cloth to remove dust particles the accumulation of which could cause a misfire.

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## MAINTENANCE PROGRAM

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**GENERAL:** The Hawk One Security Inc. Maintenance Program is designed to bring all levels of equipment maintenance under a single internal regulatory document.

**SCOPE:** This program is applicable to all Hawk One Security personnel including management, supervisory, administrative support and line staff who have been issued equipment or vehicles (weapons are covered under a separate program) or who have responsibility for the proper storage or inventory of said equipment.

**PURPOSE:** To provide a ready reference with regard to individual responsibilities as pertaining to equipment issued as necessary for proper job performance and regulatory compliance.

### VEHICLES:

The Maintenance Program as relating to motor vehicles is implemented at (2) two levels. The first, is the operator level at which we will apply the principle of Preventive Maintenance Checks and Services. This refers to those maintenance activities that can be performed by the operator without the benefit of technical training or requiring special tools.

There are (3) three distinct applications of PMCS.

The first is "**Before Operation Checks**". These are performed before the vehicle is taken out on the road and will include the following:

Check the headlights....operational or not....if not....do not operate vehicle.

Check the turn signals....operational or not....if not....do not operate vehicle.

Check the horn....operational or not....if not....do not operate vehicle.

Check the wind shield wipers....operational or not....if not....do not operate vehicle.

Check brake lights....operational or not....if not....do not operate vehicle.

Check the oil....proper level or not....if not....inform supervisor and make appropriate note in the log book....vehicle may be operated under certain circumstances.

Check for body damage not noted in the log book....if damaged inform supervisor and make appropriate note in log book.

If tires are "low"....notify supervisor....only operate vehicle if able to reach a service station to add air.

The second is **"During Operation Checks"**. These are performed once the vehicle has been started and then continue during the operations of the vehicle until it is returned to point of origin.

If vehicle fails to start....notify supervisor.

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Check display panel for unusual readings....check engine light remains on....do not operate vehicle.

Check temperature gage....if above normal....return to point of origin and notify supervisor. If in the danger area....cease operation of the vehicle....and contact supervisor.

The third is **"After Operation Checks"**. These are performed upon return to the point of origin.

Check display panel for unusual readings....report to supervisor and make appropriate note in the log book.

Check mileage and make appropriate note in the log book.

Lock and secure vehicle and return keys and log book to the Maintenance Supervisor.

#### MANUFACTURER'S SPECIFICATIONS

All vehicular maintenance required to maintain "warranty" under the manufacturer's specifications will be carried out under a Maintenance Agreement with the vendor from which the vehicles were procured.

At no time will individuals or maintenance concerns other than the "contracted" vendor work on or perform any mechanical maintenance on company vehicles.

The Maintenance Supervisor will have primary responsibility for scheduling warranty maintenance or other repair with the vendor providing the maintenance services unless authorization is obtained from the Maintenance Supervisor.

***SPECIAL NOTE: All accidents will be reported to the Maintenance Supervisor by the most expeditious means available. The "Accident Form" in the Log Book will be completed at the accident site unless personal injury prevents it.***

#### INDIVIDUAL ISSUED EQUIPMENT

Individual equipment items issued to security officers includes the following:

Belt, Leather, Black, Garrison

Belt, Leather, Black, Utility

Holster, Gun, Leather, Black

Case, Handcuff, Leather, Black

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Handcuff, Metal with Key

Flashlight

Nightstick

Holder, Ammunition, Leather, Black

The required maintenance for all of the above can be performed by the user. It is limited to the use of mild detergent to clean and a mild leather polish to shine for the leather items.

In the case of the Handcuff, Metal with Key; routine maintenance will include cleaning with a non-abrasive metal cleaner and polish.

The Nightstick can be cleaned using a mild all-purpose cleaner to remove stains and residue. After cleaning; wipe dry with clean dry cloth.

## UNIFORMS

The uniforms issued by Hawk One Security are "wash & ware", however, it is highly recommended that they be dry cleaned for optimum appearance. If the wash and ware option is utilized; should the uniform require additional "touch-up" it is expected that this will be accomplished.

Uniforms may be washed in mild detergent on the regular wash cycle. Warm or cold water is recommended. Hot water temperatures will cause "fading" which will render the uniform's appearance unacceptable.

Officers will be held accountable for their appearance and failure to maintain individual appearance standards will result in disciplinary action.

Shoes should be highly polished. The type of polish used should be in accordance with the shoe material and manufacturer's recommendation.

**HAWK ONE SECURITY, INC.  
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WASHINGTON, D.C. 20032**

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RESPONSE TO IFB/REQUEST FOR PROPOSAL  
SOLICITATION # POFA-2004-R-0005  
ENTITLED: "D.C. PUBLIC SCHOOLS SECURITY AND RELATED  
SERVICES"

**SECTION TWO: QUALITY & RETENTION  
OF PERSONNEL**

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RESPONSE TO IFB/REQUEST FOR PROPOSAL  
SOLICITATION # POFA-2004-R-0005  
ENTITLED: "D.C. PUBLIC SCHOOLS SECURITY AND RELATED  
SERVICES"

## QUALITY & RETENTION OF PERSONNEL

RECRUITING  
TRAINING LESSON PLANS  
INSTRUCTION QUALIFICATIONS  
DRESS CODE & GROOMING STANDARDS  
RETENTION

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## QUALITY AND RETENTION OF PERSONNEL

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When children are involved, it is of significant importance that personnel be screened and deemed suitable for security work for this special population. What distinguishes Hawk One Security officers from all others is the value we place on attracting and screening qualified, talented security professionals and giving them up-to-date, relevant training and instruction for superior performance. Our training and instruction reflect our mission: to provide consistently professional and responsive service that exceeds our customers' expectations. We identify and promote qualified officers into supervisory and management positions, so this potential for advancement encourages our employees to stay onboard.

Almost fifty percent of Hawk One's security officers have been with the company for five years or more. We attribute this to our officers' satisfaction with the company and their personal commitment to the profession. Hawk One provides numerous benefits that are valued by our employees:

- Direct deposit
- Access to medical and dental insurance
- A generous annual vacation allowance
- Awards and recognition for time in service
- Uniforms and equipment furnished at no charge to employees
- A retirement savings program that will be inaugurated in January 2005

Our human resources director meets several times during the year with the president and vice-president to present and review new offerings that would benefit our workforce.

Recruiting for quality security professionals means identifying good pools of candidates. To this end, we look for talent in:

- area colleges, specifically students in child development/education or criminal justice/law enforcement programs
- neighborhood associations, including school parent/teacher associations
- word of mouth referrals, targeted to former police officers
- military job assistance offices

We also use internet job posting sites like careerbuilder.com and hotjobs.com to post our positions and find resumes of people who might be good candidates. Our employees serve as a good source for candidates, and we reward them with a referral bonus. A \$150 cash bonus goes to a non-management employee in good standing who refers a candidate who is hired, payable after the new hire successfully completes the 90-day probationary period.

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## TRAINING

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Hawk One Security stands out among other security firms in the Washington, DC area because of our emphasis on training and readiness for our officers and management. Our training curriculum builds upon and enhances the relevant, productive skills that our new hires bring to Hawk One. All of our officers are required to successfully complete our training program before starting work on this contract.

Our training consists of:

- question and answer time
- audio and video presentations
- role-play and simulation training
- lecture time in a classroom setting
- individual study guides and handouts
- hands-on use of job-related tools and equipment
- segment-specific testing and a comprehensive final exam

Hawk One's training curriculum is consistent with information and instruction provided by the General Services Administration, the Security Officers Management Branch (SOMB) of the MPD and contained in the DC Code, and is periodically evaluated and revised to remain current and effective. We organized our basic training curriculum into seven components of instruction over ten days to complete the required 47 hours of instruction. To enhance this basic training, we included an additional six hours of instruction to provide more detailed information. As a component is completed, employees are tested on the material. Their score is recorded by the instructor, and the employee signs an acknowledgement that the component was completed. This acknowledgement becomes part of the employee's personnel file. A comprehensive final exam is given when all the training components have been completed. Our tests are of sufficient length and complexity to require participants to select and organize ideas as well as explain them.

Our emphasis on relevant, effective training is reflected in our training for our instructors and annual skills assessment for all officers and training instructors. We are pleased to partner with Advanced Interactive Systems (AIS) and E Team for curriculum development and facilitation, specifically, our skills assessment training for all employees on this contract. AIS delivers comprehensive training solutions where lives are on the line. They are a leading developer of reality-based curriculum for law enforcement, military, and security agencies worldwide. AIS provides training and training solutions to many federal agencies including the Transportation Security Administration, Federal Reserve Bank and US Dept of Corrections, as well as more than 200 local and state law enforcement agencies (including MPD) and correctional facilities. E Team is a management software development partner to AIS. With AIS, Hawk One offers DCPS and MPD a comprehensive perspective and keen insights into school safety and security.

Our new hire orientation for all new employees to the DCPS security contract will provide an overview of the nature of our work; a summary of our relationship with DCPS and MPD and the chain of command; our standards of conduct and performance expectations for each employee; as well as gathering administrative paperwork for our new hires. We want all our employees to know the basis of our commitment to excellent service, understand our contractual obligations and go forward with the tools and skills needed to meet our objectives.

At Hawk One, we welcome officers with previous successful school security experience, but we will require successful completion of our refresher course. This one-day refresher training will review:

- Corporate standards for conduct and ethics
- Use of force
- Patrol techniques
- Alarm and video monitoring techniques
- X-ray machine, magnetometer use and screening techniques

— Our basic security guard training is headed by Theodore Anderson. Mr. Anderson joined Hawk One in 1984 as our training instructor and has provided twenty years of comprehensive instruction to our new hires. Whether it is a group of 2 or 20, his presentation style is confident, crisp and insightful. He takes a conscientious interest in the success of our employees, and it shows in the instruction materials he provides and the way he tailors the pace of his instruction to better serve the participants.

Mr. Anderson is certified by the General Services Administration and the Commonwealth of Virginia as a security officer trainer. His professional development includes completing in-service training in the criminal justice system for the Commonwealth of Virginia in 2001. From 1982-1984, he taught marketing and management classes for A. L. Williams (now Primerica). He also pursued undergraduate studies in criminal law and psychology at American University.

Mr. Anderson is a retired Metropolitan Police Department (MPD) officer from the Fifth District. While an active duty officer, he won MPD's highest honors, the silver and bronze medals, for heroism. He was recognized by DC judges as policeman of the month and year in 1988 when he saved seven people from a burning house in NE Washington.

Another member of our training team is Richard Walker. Mr. Walker is a certified military police instructor, specializing in entry-level military law enforcement as well as threat analysis and military police operation planning and training. He is also a certified security compliance agent for the Commonwealth of Virginia. As our quality control manager, he is an integral part of our training program review and assessment. His military experience successfully transfers to our workforce and he is able to provide operational insights to our officers and management.

Additional training is produced and facilitated by Human Resources Director Aprill Hill. Ms. Hill's human resources competencies includes over seven years of training development experience for government contractors. As a consultant, she developed and delivered various training programs. She has worked with subject matter experts in various disciplines to produce a relevant and informative curriculum.

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Roger Asterilla will round out our training team. He has been a consultant to Hawk One since 2001 to develop special projects and training for new corporate initiatives. He has over 15 years of professional and clinical experience in behavioral health, alternative medicine, substance abuse counseling and education, staff development and project management. He is currently a Ph.D. candidate at the American Holistic College of Nutrition, a national-certified instructor of adults and adolescents on driving unimpaired by the Prevention Research Institute, and is a registered naturopath in Washington, DC. Mr. Asterilla's knowledge and experience brings a biopsychosocial perspective to our technical training that helps our employees see themselves in the ideas and practices we deliver.

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## **FIREARMS TRAINING**

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At Hawk One, we encourage our employees to recognize the seriousness of our role as security officers, and particularly the responsibility of our officers who carry firearms. We hope each tour of duty is completed without incident, but at the same time we prepare and ready ourselves to respond appropriately and effectively to any incident. To that end, All Hawk One commissioned special police officers authorized to carry a firearm receive firearms training that is in accordance with DCMR and SOMB regulations by certified instructors. Our training process includes classroom instruction, time at the firing range for qualification and a final examination. The re-certification process for our armed officers is also in accordance with SOMB regulations and includes both classroom instruction and range time.

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## **SUPERVISORY TRAINING**

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Hawk One management is encouraged to identify and nurture employees from our operational ranks who display the qualities and aptitude to succeed as a supervisor. The components of our supervisory training are part of our refresher training for managers also. In addition to the requisite 16 hours of basic supervisory training, Hawk One provides additional professional development. It covers the corporate responsibilities of supervisors and managers, Hawk One's ongoing relationships with our District government clients, coaching, performance management, project management, ethics, diversity and sexual harassment. Our goal is to sharpen their technical ability to meet the job requirements as well as provide them with tools to help them grow into a more integral role in our organization.

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## **SUPPLEMENTAL TRAINING**

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School-related security issues will be presented, discussed and evaluated by Hawk One through our supplemental training program. All employees working this contract must participate in this training. We consulted with professionals in child and youth services, education, law enforcement and training from the Washington, DC metropolitan area. Additionally, we researched numerous professional sources dealing with school safety and security, including the Chicago and Los Angeles school districts. Our due diligence in gaining a deeper understanding of the scope of our work with DCPS and MPD has given us a strong foundation on which to build our school-related security training.

Our school-related security training goes beyond the contract-required 40 hours to a 50-hour curriculum facilitated by Hawk One training instructors and the director of human resources, with additional support provided by our training consultants AIS and E Team.

### **Child development – 3 hours**

- Developmental milestones by age groups
- How to interpret behavior
- Developing positive relationships with children and youth
- Current issues of concern with children and youth

### **Effective communication skills – 8 hours**

- Communicating with parents
- Communicating with students
- Delivering constructive criticism and responding to criticism
- The importance of accurate, timely documentation

### **Behavior management – 8 hours**

- Managing vs. controlling anger
- Expectations for adult/child relationships
- Appropriate responses to inappropriate behavior
- Diffusing volatile situations
- Responding to criticism

### **Substance abuse and its effect on youth – 2 hours**

- Types of substances abused
- How various substances are used
- Substances' effect on youth
- Recognizing the signs of substance use and abuse

### **Availability of social services for youth – 1 hour**

- Identifying problem areas
- Role of DCPS Student Intervention Services

- Making an appropriate response and referral

DC laws and regulations, including Board of Education regulations – 1 hour

- DCPS student discipline policy
- Child and Youth Safety and Health Omnibus Temporary Amendment Act of 2004

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Constitutional standards for searches and seizures conducted by school security personnel on school grounds – 2 hours

Training on school security orders – 4 hours

Visitor control – 4 hours

- steps to take to reduce the risks of unauthorized access
- directing routine traffic flow and emergency traffic flow

Use of metal detectors, CCTV, radios and other security equipment in the schools – 6 hours

Special education – 2 hours

- Demographics of the special education population in DCPS
- Particular security needs and concerns for the special education population
- ADA recommendations for interacting with people with disabilities
- How to communicate effectively with the hearing- or vision-impaired

Crime reporting on campus – 4 hours

- Our first response actions
- Evidence collection
- Interviewing witnesses
- Report writing
- Responding to inquiries from the public or the media

Diversity training – 5 hours

- Awareness of the variety of cultures represented in DCPS
- How our actions are interpreted by various cultures

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## LESSON PLAN - BASIC SECURITY GUARD TRAINING

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### **Component One**

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1. Intro to DC government
2. Intro to Protective Services and MPD
3. Officer manuals
4. Customer service

**Lesson length:** 5 hours

#### **Learning objectives:**

Intro to DC government - Intro to Protective Services and MPD

- Familiarize new hires with the agencies we work with and the services we provide for them

Officer manuals

- Describe the officers manual and how to use it effectively

Customer service

- Establish our standards for quality customer service and provide tools to aid in delivering quality customer service

#### **Key points:**

Intro to DC government - Intro to Protective Services and MPD

- Basic responsibilities of security officers; who is FPS; who is MPD; DCPS organization; our relationship and service to DCPS employees;

Officer manuals

- Review the components of the officers manual
- How it gets updated

Customer service

- Elements of quality customer service
- How to respond to various customer service scenarios

**Visual aids / learning tools:** Lecture, PowerPoint presentation, handouts, role play

**Participant evaluation:** Based on performance in group activities, participation in class discussion, completion of written assignments, completion of multiple-choice test

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## LESSON PLAN - BASIC SECURITY GUARD TRAINING

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### Component Two

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Conduct on duty  
Uniform, equipment and grooming  
Ethics  
Sexual harassment  
Drugs and alcohol

**Lesson length:** 7 hours

**Learning objectives:**

Conduct on duty and ethics

- Learn our expectations for officer conduct

Uniform, equipment and grooming

- Learn our expectations for officer appearance

Sexual harassment

- How to identify, respond to and prevent sexual harassment

Drugs and alcohol

- Understand corporate and government policies regarding use of drugs and alcohol

**Key points:**

Conduct on duty and ethics

- Personal conduct with students and DCPS staff
- Know your post orders
- Use of government property
- What is ethical conduct
- Hawk One's ethics policy

Uniform, equipment and grooming

- Proper uniform attire
- Appropriate grooming habits
- How to use standard issue equipment
- Conduct while in uniform and off duty

Sexual harassment

- Quid pro quo
- Hostile work environment
- Hawk One policy
- Evaluate your behavior

Drugs and alcohol

- Mandatory testing for whom, and why
- Random testing for whom, and why
- Explanation of our testing policy
- Company response to employee substance abuse

**Visual aids / learning tools:** Video presentation, lecture, PowerPoint presentation, handouts

**Participant evaluation:** Based on performance in group activities, participation in class discussion, completion of written assignments, completion of multiple-choice test

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## LESSON PLAN - BASIC SECURITY GUARD TRAINING

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### Component Three

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Report writing  
Patrol techniques  
Court preparation and appearance  
Observation and description techniques  
Evidence preservation

**Lesson length:** 8 hours

**Learning objectives:**

Report writing

- Knowledge of forms, documents and reports that officers are responsible for
- elements of good report writing

Patrol techniques

- Types of posts and the appropriate patrols

Court preparation and appearance

- Officer's role in court

Observation and description techniques

- What to look for
- Documenting observations and descriptions

Evidence preservation

- Types of evidence
- How to preserve evidence

**Key points:**

Report writing

- Company and contract-required forms and reports
- Grammar, punctuation and legalities

Patrol techniques

- Tasks related to each type of post and patrol
- Responding to service calls

Court preparation and appearance

- Understanding courtroom procedures and the officer's response
- Appropriate courtroom attire and demeanor

Observation and description techniques

- Effective verbal communication skills to gain information without leading
- What to focus on when compiling a description or documenting observations

Evidence preservation

- How to properly preserve evidence
- Chain of custody in handling evidence

**Visual aids / learning tools:** Lecture, PowerPoint presentation, handouts, role play

**Participant evaluation:** Based on performance in group activities, participation in class discussion, completion of written assignments, completion of multiple-choice test

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## LESSON PLAN - BASIC SECURITY GUARD TRAINING

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### Component Four

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Alarm and video monitoring  
Magnetometer, x-ray machine and screening

**Lesson length:** 4 hours

**Learning objectives:**

Alarm and video monitoring

- Understand types of alarm systems

Magnetometer, x-ray machine and screening

- Learn the purpose of magnetometers and x-ray machines
- Use of hand-held and free-standing magnetometers
- Learn screening techniques

**Key points:**

Alarm and video monitoring

- First response to alarms
- Identifying false alarms and true alarms

Magnetometer, x-ray machine and screening

- How the machines work
- What to look for
- Effective monitoring and screening techniques
- How to respond to suspicious observations

**Visual aids / learning tools:** Lecture, cd-ROM and video interactive presentation, handouts, hands-on practice

**Participant evaluation:** Based on performance in group activities, participation in class discussion, completion of written assignments, completion of multiple-choice test

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## LESSON PLAN - BASIC SECURITY GUARD TRAINING

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### **Component Five**

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Use of force  
Criminal and civil law  
Arrest procedures (SPOs only)  
Search, seizure and detention (SPOs only)

**Lesson length, non-SPOs:** 7 hours

**Lesson length, SPOs:** 12 hours

#### **Key points, non-SPO:**

##### **Learning objectives, non-SPO**

Use of force

- Value of non-lethal use of force
- Conditions that warrant the use of force
- Consequences of use of force
- Techniques to prevent crimes and maintain order before use of force

Criminal and civil law

- Overview of basis and background of criminal and civil law

Search and seizure

- Who has authority to conduct searches and seizures
- Legal precedents for searches and seizures, particularly in a school setting

#### **Learning objectives, SPO:**

Use of force

- Value of non-lethal use of force
- Conditions that warrant the use of force
- Consequences of use of force

Criminal and civil law

- Overview of basis and background of criminal and civil law

Arrest procedures (SPOs only)

Search, seizure and detention (SPOs only)

- Who has authority to conduct searches and seizures
- legal precedents for searches and seizures, particularly in a school setting

#### **Key points, SPO:**

Use of force

- Degrees of force
- Techniques to prevent crimes and maintain order before use of force
- How to use the standard issue weapons, such as a baton
- Reporting requirements after use of force

Criminal and civil law

- Definition of misdemeanor and felony
- Types of criminal offenses
- Intent vs. act
- Probable cause

Arrest procedures

- The Miranda warning
- Reporting requirements

Search, seizure and detention

- Who has authority to conduct searches and seizures

- 
- When and how SPOs can exercise arrest, detention, search and seizure powers

- How to conduct searches and seizures in a school setting

- Appropriate detention

**Visual aids / learning tools:** Lecture, handouts, hands-on practice

**Participant evaluation:** Based on performance in group activities, participation in class discussion, completion of written assignments, completion of multiple-choice test

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## LESSON PLAN - BASIC SECURITY GUARD TRAINING

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### **Component Six**

Bomb threats / threat response

Civil disobedience

Conflict resolution / public relations

**Lesson length:** 6 hours

### **Learning objectives:**

- Elements of bomb threats and other threats
- Identifying possible threats
- How to respond to an actual threat or incident
- Officer self-control in emergency situations
- Understanding DHS alert codes and our level of responsiveness

### **Key points:**

- Our support role to other law enforcement agencies and officers
- Escort duties
- Responding to threats and other civil emergencies
- Effective crowd control
- Coping with disturbed persons
- How the public perceives the security officer
- Importance of officer self-control
- Techniques for resolving conflicts and disarming potentially volatile situations

**Visual aids / learning tools:** Lecture, handouts, role play

**Participant evaluation:** Based on performance in group activities, participation in class discussion, completion of written assignments, completion of multiple-choice test

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## LESSON PLAN - BASIC SECURITY GUARD TRAINING

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### **Component Seven**

First aid and CPR

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**Lesson length:** 16 hours

**Learning objectives:** Prepare to respond to some medical emergencies and administer CPR

**Key points:**

- Importance of a rapid response
- Crucial 8 first steps
- Symptoms and treatment of some emergencies
- CPR should only be administered by those certified to do so

**Visual aids / learning tools:** Lecture, handouts, video presentation, hands-on practice

**Participant evaluation:** Based on performance in group activities, participation in class discussion, completion of written assignments, completion of multiple-choice test

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## LESSON PLAN - SUPERVISOR TRAINING

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### **Group One**

Techniques of management/supervision

Principles of communication

Principles of documentation in performance management

**Lesson length:** 9 hours

### **Learning objectives:**

- importance of successful leadership
- how good managers lead
- how elements of human nature affect performance and how managers respond
- importance of concise communication

### **Key points:**

- organizational authority
- effective decision-making
- knowing your followers
- recipes for earning respect
- building trust
- methods to maintain two-way communication
- constructive feedback
- understanding the corporate need for performance evaluation
- identifying performance goals and making them attainable
- keys to good verbal and written communication

**Visual aids / learning tools:** lecture, PowerPoint presentation, role play, handouts

**Participant evaluation:** Based on performance in group activities, participation in class discussion

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## LESSON PLAN - SUPERVISOR TRAINING

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### **Group Two**

Site/post inspections

Security surveys

Interview techniques

**Lesson length:** 7 hours

### **Learning objectives:**

- the importance of post inspections
- how to effectively instruct coach and correct staff
- understanding the goal of the security survey and
- supervisor/manager's responsibility to ensure that proper procedures are carried out supervisor/manager's role in an interview

### **Key points:**

- review the elements of a proper post inspection
- how to conduct and document a productive post inspection
- creating an effective survey and acting on the conclusions
- review effective interviewing techniques

**Visual aids / learning tools:** lecture, PowerPoint presentation, role play, handouts

**Participant evaluation:** Based on performance in group activities, participation in class discussion

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## INSTRUCTOR QUALIFICATIONS

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### ~~ADVANCED-INTERACTIVE-SYSTEMS-(AIS)-and-E-TEAM~~

AIS has 10 years of extensive interactive simulator, virtual reality and military, security and law enforcement training experience. Through a variety of leading-edge technologies and services, AIS provides training solutions to many federal agencies including the Transportation Security Administration, Federal Reserve Bank, US Air Force and US Dept of Corrections, as well as more than 200 local and state law enforcement agencies (including MPD) and correctional facilities. AIS's expert instructional designers emphasize the use of performance-based and situation-based assessments, lessons and activities. E Team, founded in 1998, is a premier developer of crisis management software that enables users to better prepare for, respond to and recover from both everyday incidents and large-scale emergencies. Its collaborative software is easy to implement, use and scale. It is currently used by Metropolitan Police Department and numerous law enforcement agencies at the local, state and federal level.

### THEODORE ANDERSON

Mr. Anderson joined Hawk One in 1984 as training instructor and has provided twenty years of comprehensive instruction to our new hires. He is a retired MPD officer from the Fifth District. He is certified by the General Services Administration and the Commonwealth of Virginia as a security officer trainer. Mr. Anderson's professional development includes completing in-service training in the criminal justice system for the Commonwealth of Virginia in 2001. From 1982-1984, he taught marketing and management classes for A. L. Williams (now Primerica). He also pursued undergraduate studies in criminal law and psychology at American University.

~~████████████████████~~  
~~██████████~~ is a certified military police instructor, specializing in entry-level military law enforcement as well as threat analysis and military police operation planning and training. He is also a certified security compliance agent for the Commonwealth of Virginia. As our quality control manager, he is an integral part of our training program review and assessment. His military experience successfully transfers to our workforce and he is able to provide operational insights to our officers and management.

~~██████████~~  
~~██████████~~ is Hawk One's Director of Human Resources. She possesses over 10 years of diverse human resources experience. Her core competencies include over seven years of training development experience for government contractors. As an independent consultant, she developed and delivered various professional development programs, including "brown bag lunch" seminars on effective communication and sexual harassment, and job readiness training for ex-offenders and youth. She has worked formally and informally with subject matter experts in various disciplines to produce a relevant and informative curriculum.

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## INSTRUCTOR QUALIFICATIONS

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[REDACTED] has been a consultant to Hawk One since 2001 to develop special projects and training for new corporate initiatives. He has over 15 years of professional and clinical experience in behavioral health, alternative medicine, substance abuse counseling and education, staff development and project management. He is currently a Ph.D. candidate at the American Holistic College of Nutrition, a national-certified instructor of adults and adolescents on driving unimpaired by the Prevention Research Institute, and is a registered naturopath in Washington, DC. [REDACTED]'s knowledge and experience brings a biopsychosocial perspective to our technical training that helps our employees see themselves in the ideas and practices we deliver.

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## UNIFORM APPEARANCE/IMAGE

### I. **PURPOSE:**

To ensure distinctive dress is worn neatly, cleanly, and uniformly providing a professional and positive image.

### II. **SCOPE:**

This policy applies to all **Hawk One Security, Inc.** uniform personnel.

### III. **POLICY:**

To maintain 100% compliance in neatness, cleanliness and uniformity in wearing **Hawk One Security** uniforms on a daily basis.

### IV. **STANDARD:**

It is standard policy of **Hawk One Security, Inc.** that all uniform employees display the wearing of their uniform and any insignia at the highest level possible. Officers will be issued soft and hard uniforms. In appearance, the uniform will be clean, properly creased, and free of unfavorable body odors. In addition, the proper uniform clothing combinations shall be utilized according to seasonal wear specifications. All specifics will adhere to the following policy guidelines:

- 1) The wearing of summer uniforms will commence May 1<sup>st</sup> through September 30<sup>th</sup>. The wearing of winter uniforms will commence October 1<sup>st</sup> through April 30<sup>th</sup>.
- 2) All field employees will be subject to uniform inspection 24-7 at the discretion of any corporate office staff member (i.e., Project Manager, Executive Administrator, Contracts Administrator, President, Dispatcher, etc.) upon company I.D. verification.
- 3) When a field employee is found wearing an overly worn uniform part, he/she will automatically receive a new replacement and proper allowance (if applicable) will be allotted through payroll.

### **PROPER DRESS/UNIFORM:**

The following is a list of the prescribed Hawk One Security uniforms:

1. Soft Look
  - a) Blue Blazer
  - b) White Dress Shirt (long or short sleeve)
  - c) Gray Trouser
  - d) Gray, Striped Tie
  - e) Black Belt (1½ inch, silver buckle)
  - f) Chrome Nametag
  - g) Black Socks or Hoses (only)
  - h) Black Leather Shoes or Boots

## 2. Hard Look

- a) Grey Shirt with patches (long or short sleeve)
- b) Designated Collar Insignias
- c) Black Trouser
- d) Shirt (long sleeve only unless wearing a jacket)
- e) Black Tie
- f) Black Belt (1½ inch, silver buckle)
- g) Black Socks or Hoses (only)
- h) Black Leather Shoes or Boots

- A. HATS:** Only two types of hats will be worn by **Hawk One Security** uniform personnel. The eight point hat and the Trooper Cap (winter hat). No baseball caps are allowed, nor are wool scarf hats. During cold weather, officers who do not wish to wear a hat may purchase their own black earmuffs.
- B. SHIRTS:** Long sleeved shirts (gray with 2 patches) may be worn as under or outer garment. When worn as an outer garment, tie, dickie or turtleneck (black in color) must be worn. When a shirt is worn under a sweater, a tie, dickie or turtle neck must be worn. Short sleeved shirts (grey with two patches) may be worn as an outer garment providing a black or white under garment is worn. (**ONLY WHITE UNDER GARMENTS ARE TO BE WORN BY GSA OFFICER.**)  
**NOTE: NO MORE THAN TWO INK PENS WILL BE KEPT IN LEFT BREAST POCKET OF SHIRT. NO PEN OR PENCILS WILL BE VISIBLY KEPT IN BREAST POCKETS OF JACKETS OR COATS.**  
**SPECIAL NOTE: RANK OFFICERS OF LIEUTENANT AND HIGHER WILL WEAR WHITE SHIRTS.**
- C. TIES:** If a tie is worn, it must be a solid black, 3 or 4 inch wide, clip on tie. Do not tuck the tie into the front of your shirt. Don't wear ties with short sleeve shirts (unless shirt is worn as an under garment).
- D. PANTS:** Black Polyester or cotton pants must be worn. Trouser legs must be uncuffed and hemmed at the point where there is half an inch (½) between the bottom of the pants and the top of the shoe back heel. Pants hem will be straight, no slants. Tight fitted pants will not be allowed. Hand should easily slide into front and back pockets. Inside pants pocket material should not be visible. Pants will contain only one leg crease. Pants will contain belt hoops which hold standard Garrison belt.
- E. SOCKS:** Wear black socks that are long enough so that your skin does not show below your trousers when you are sitting. White socks may be worn if they are required for medical reasons.
- F. SHOES:** Black patent leather shoes are the uniform shoes to be worn by all **HAWK ONE SECURITY** uniform personnel. Field employees who are assigned to construction and industrial sites or work outside (patrolling grounds/no heat in outdoor booth) during inclement weather will be allowed to wear black military boots (**ONLY**). Medical waivers are exempt. Shoes must shine to show reflection. Boots must shine to reflect light. Soles of shoes and boots must be polished black. Show laces must extend no more than 1 inch below side holes. Laces must be black in color.

**G. BELT:** A black Garrison belt (**ONLY**) will be worn with pants. When applicable, a black Sam Brown belt will be worn to support accessories (handcuffs, night stick, flashlight, firearm, etc.). Four to six keepers should be used with Garrison belt for alignment support.

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**H. BADGES:** All badges (when required) must be of a type approved by corporate staff. The metal breast badge is worn on the left breast of the outermost garment (shirt, sweater or jacket). Supervisory staff (**only**) will wear gold badges. All other officers will wear silver.

**SPECIAL NOTE:** **RANK FIELD EMPLOYEES WHO DO NOT WORK IN SUPERVISORY POSITIONS WILL WEAR SILVER BADGES, NAME PLATES, AND INSIGNIA.**

**I. NAME PLATE:** The name plate will be silver metal or gold metal (**Supv. only**) and should contain the officer's last name and when space permits, the first name or initial. Wear it centered above the right pocket of your outer most garment. When shirt is outermost garment, name plate will be centered atop the right pocket flap.

**J. RIBBONS:** Ribbons will be placed above the right breast pocket flap just above the name plate. Ribbons are read from left to right, bottom-up placed in a specific order. The maximum number of ribbons across pocket flap is three. Additional ribbons must be placed atop in proper order.

**K.** Wear only the accessories that you are qualified to handle and required to possess. These include, handcuffs, holder, flash light and holder, wooden night stick and holder, radio and case, for armed personnel, pancake or forward draw holster with safety strap, a .38 caliber revolver with 4 inch barrel and when applicable, an ammunition pouch with six rounds of ammunition.

#### **GROOMING STANDARDS**

**L.** An employee is expected to report to work clean and properly groomed at all times.

**M.** Your finger nails should be free of dirt and trimmed so that they do not extend beyond ¼ inch. Finger nails will be of natural color. Clear nail polish may be used.

**N.** Your hair must be neat, clear and not interfere with the proper wearing of official head gear. The height of the hair, from scalp to highest point of the coiffure, is not to exceed 2½ inches. Hair must not fall below either eyebrow when the head is uncovered, nor protrude below the sweat band of head gear. A female guard's hair cannot extend below the bottom edge of her blouse collar. Braids may be worn as long as the style is conservative (no cellophane colors). Long braids must be worn behind the shoulders and secured with a rubber band or any similar item. A male guard hair cannot cover the top of his ears, or the shirt collar when he is standing.

- O. Men's sideburns must be neatly trimmed extending no lower than the bottom of the ear, constant in width (not flared), and end with a clean-shaved, horizontal line.
- 
- P. Mustaches are to be neatly trimmed, they may extend no more than a half inch beyond and a fourth inch below each corner of the lips and go no higher than the nose line.
- Q. Beards are allowed, but must be neatly trimmed and worn close to the face. It will be to the discretion of the Project Manager/Corporate Staff Official to determine when an officer's beard has grown beyond acceptable length.
- R. Hair ornaments such as flowers and combs may not be worn. Pony tail holders that conform to the uniform may be worn as long as they are not enormous and/or bulky.
- S. Make-up may be worn by female guards, provided it is subdued and natural looking.
- T. Guards in uniform may not wear jewelry such as earrings (other than stud type), necklaces, chains or religious insignia around the neck buttons or pendants on the uniform. Rings may be worn on the third finger of each hand.
- U. Undergarments that can be seen through or above a uniform shirt must be white or black. Women guards must wear supportive brassieres.

## APPEARANCE

### **I. PURPOSE:**

To refine employee appearance and ensure professional demeanor is maintained in accordance with the company's operation and standards.

### **II. POLICY:**

It is the policy of Hawk One Security to enforce appropriate dress codes and grooming habits.

### **III. SCOPE:**

This policy applies to all employees of Hawk One Security.

### **IV. GROOMING STANDARDS:**

- A. An employee is expected to report to work clean and properly groomed at all times.
- B. Your fingernails should be free of dirt and trimmed so that they do not extend beyond ½ inch.

- C. Your hair must be neat, clean and not interfere with the proper wearing of official head gear. The height of the hair, from scalp to highest point of the coiffure, is not to exceed 2½ inches. Hair must not fall below either eyebrow when the head is uncovered, nor protrude below the sweat band of head gear. A female guard's hair cannot extend below the bottom edge of her blouse collar. Braids may be worn as long as the style is conservative (no cellophane colors). Long braids must be worn behind the shoulders and secured with a rubber band or any similar item. A male guard's hair cannot cover the top of his ears, or the shirt collar when he is standing.
- D. Men's side burns must be neatly trimmed, extending no lower than the bottom of the ear, constant in width (not flared), and end with a clear-shaven, horizontal line.
- E. Mustaches are to be neatly trimmed; they may extend no more than a half inch beyond and a fourth inch below each corner of the lips and go no higher than the nose line.
- F. Hair ornaments such as flowers and combs, may not be worn. Pony tail holders that conform to the uniform may be worn as long as they are not enormous and/or bulky.
- G. Make up may be worn by female guards, provided it is subdued and natural looking.
- H. Guards in uniform may not wear jewelry such as earrings (other than stud type), necklaces, chains or religious insignia around the neck or buttons or pendants on the uniform. Rings may be worn on the third finger of each hand.
- I. Undergarments that can be seen through or above a uniform shirt must be white or black. Women guards must wear supportive brassieres.

#### V. STANDARDS (Proper Dress):

- A. You are expected to keep your uniforms, insignia, accessories and equipment clean and in good repair.
- B. Long sleeve shirts (gray with 2 patches) may be worn as under or outer-garments. When worn as an outer garment, a tie, dickie or turtle neck (black in color) must be worn. When worn under a sweater, a tie, dickie or turn neck must be worn. Short sleeved shirts (gray with 2 patches) may be worn as an outer garment providing a black or white under garment is worn.
- C. Black polyester or cotton pants must be worn. Trouser legs must be uncuffed and hemmed at the point where they touch the show tops without causing a break in the creased lines.
- D. If a tie is worn, it must be a solid black, 3 or 4 inch wide, clip on tie. Do not tuck the tie into the front of your shirt. Don't wear ties with short sleeve shirts (unless shirt is worn as an undergarment).
- E. Wear black socks that are long enough so that your skin does not show below your trousers when you are sitting. White socks may be worn if they are required for medical reasons.

- F. Footwear should be kept shined and in good condition. Shoes must be black with black laces and plain toes. Toes and heels are to be closed and the heels no higher than 1½ inches. Pumps, loafers, wingtips, suede or athletic shoes are not permitted. Boots with pointed toes, decorative stitching, heels higher than 1½ inches, or tops higher than 12 inches may not be worn. ~~Trouser legs may not be worn tucked into the tops of boots.~~
- 
- G. All badges (when required) must be of a type approved by corporate staff. The metal breast badge is worn on the left breast of the outermost garment (shirt, sweater or jacket). Supervisory staff (only) will wear gold badges. All other officers will wear silver.
- H. The name plate will be silver metal or gold metal (Supv. only) and should contain the officer's last name and when space permits, the first name or initial. Wear it centered above the right pocket of your outermost garment.
- I. Wear only the accessories that you are qualified to handle and required to possess. These include handcuffs and holder, flash light and holder, wooden night stick and holder, radio and case for armed personnel – pancake or forward draw holster with safety strap, a .38 caliber revolver with 4 inch barrel, and an ammunition pouch with six rounds of ammunition.

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(Signature)

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(Date)

**HAWK ONE SECURITY, INC.  
3127 MARTIN LUTHER KING AVE SE.  
WASHINGTON, D.C. 20032**

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RESPONSE TO IFB/REQUEST FOR PROPOSAL  
SOLICITATION # POFA-2004-R-0005  
ENTITLED: "D.C. PUBLIC SCHOOLS SECURITY AND RELATED  
SERVICES"

**SECTION THREE: EXPERIENCE & PAST  
PERFORMANCE**

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**EXPERIENCE QUESTIONNAIRE**

**1. CONTRACTOR NAME, ADDRESS AND TELEPHONE NUMBER**

**INSTRUCTIONS:** See Box 11, Remarks, if extra space is needed to answer any item below. Mark "X" in appropriate boxes.

Hawk One Security, Inc.  
3127 Martin Luther King Ave., S.E.  
Washington, D.C. 20032

**2. SUBMITTED TO (Office Name and Address)**

**3. BUSINESS**

- Company  
 Corporation  
 Non-profit Organization
- Co-partnership  
 Individual

**4. How many years do you or your firm have in the line of work contemplated by this solicitation?**

18 Years

**5. How many years experience in contracting have you or your business had as a (a) prime contractor 20 and/or (b) sub-contractor     ?**

**6. List below the projects your business has completed within the last five (5) years which are similar in scope and scale to this job.**

CONTRACT AMOUNT	TYPE OF PROJECT	DATE COMPLETED	NAMES, ADDRESS AND TELEPHONE NO. OF OWNER/PERSON TO CONTACT FOR PROJECT INFORMATION
9,500,000.00	Security Services	April 04	Diane Wooden - (202) 724-3846

**7. List below all of your firm's contractual commitments running concurrently with the work contemplated by this solicitation::**

CONTRACT NUMBER	DOLLAR AMOUNT	NAME, ADDRESS AND TELEPHONE NO. OF BUSINESS/GOVERNMENT AGENCY INVOLVED	AWARDED (units)	PERCENT COMPLETED	DATE CONTRACT COMPLETED
	156,000.00	████████████████████		40%	5/07
	96,000.00	████████████████████		40%	3/07
	145,000.00	████████████████████		2%	8/06
	60,000.00	Martin Luther King Library		90%	10/04

- 8a. Have you ever failed to complete any work awarded to you?      Y Yes     No
- 8b. Has work ever been completed by performance bond?             Yes    Y No
- 8c. If "Yes" to either item 8a or 8b specify location(s) and reason(s) why:

Federal government contract required Bid and Performance Bonds.

**R(9)(1)** Page 1

9. Organization and work that will be available for this project:

a. (1) Minimum number of employees: 30 and (2) Maximum number of employees: \_\_\_\_\_

b. Are employees regularly on your payroll:  Yes  No

c. Specify equipment available for this contract: Handguns, Radios, Night Sticks, Uniforms and Ammunition

d. Estimate rate of progress below (such as 2.0 acres/man/day):

(1) Minimum progress rate: \_\_\_\_\_ and (2) Maximum progress rate: \_\_\_\_\_

10. List below the experience of the principal individuals of your business:

INDIVIDUAL'S NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK
Tyrone Thompson	President	15	Marketing/Advertising
[REDACTED]	Vice President	10	Sales
[REDACTED]	Quality Control Monitor	18	Quality Assurance/Control
[REDACTED]	Human Resources	11	Human Resources
[REDACTED]	Project Manager	16	Contract Compliance
[REDACTED]	Contract Admin.	12	Contract Liason
[REDACTED]	Contract Admin.	16	Operations
[REDACTED]	Accounting	25	Accounting

11. REMARKS - SPECIFY BOX NUMBERS (Attach sheets if extra space is needed to fully answer any of the above questions.)

<p><b>CERTIFICATION</b></p> <p>I certify that all of the statements made by me are complete and correct to the best of my knowledge and that any persons named as references are authorized to furnish the District with any information needed to verify my capability to perform this project.</p>	<p>12a. CERTIFYING OFFICIAL'S NAME AND TITLE</p> <p>Tyrone Thompson, President</p>	
	<p>12B. SIGNATURE (Sign in ink)</p> <p><i>[Signature]</i></p>	<p>13. DATE</p> <p>9/7/04</p>

**TR(a)(2)** page 2



Office of Contracting  
& Procurement

Government of the  
District of Columbia

# SUMMARY EVALUATION OF CONTRACTOR/PROVIDER PAST PERFORMANCE

(Please Read The Attached instructions Prior To Completing This Form.)

2. Name of Contractor:  Name: Hawk One Security, Inc.  Address: 1331 H St., NW Suite 600  City: Wash. State: DC Zip Code: 20005 Telephone: (202) 783-4060 Facsimile: (202) 783-0296 E-mail: tthompson@hawkone.net Point of Contact: Tyrone Thompson		3. Contract Administrator/COTR:  Name: [Redacted] Address: [Redacted]  City: [Redacted] State: [Redacted] Zip Code: 20001 Telephone: [Redacted] Facsimile: [Redacted] Agency: [Redacted] E-mail: [Redacted]		1. CONTRACT NUMBER:  4. CLASSIFICATION (Check boxes that apply)  <input type="checkbox"/> a. Small Purchase <input checked="" type="checkbox"/> b. Contract Action <input type="checkbox"/> c. DC Supply Schedule <input type="checkbox"/> d. Delivery Order <input type="checkbox"/> e. Fed Supply Schedule <input type="checkbox"/> f. Intra-District <input type="checkbox"/> g. MCU <input type="checkbox"/> h. CCOP/Refurb <input type="checkbox"/> i. LSDSE <input type="checkbox"/> j. Subcontract	
6. CONTRACTOR TAX IDENTIFICATION NUMBER:  [Redacted]		7. Contract Monitor:  Name: Address: Telephone: Facsimile: Agency: E-mail:		5. DATE OF AWARD:  9 SEPT 96	
9. CAPTION / DESCRIPTION:  Security Services		8. COST ON DATE OF AWARD:  18,000.00		10. FINAL CONTRACT COST:	

11. CONTRACT PERIOD: (Specify Month, Day, Year) From 9/1/96 To Present		12. PERIOD OF PERFORMANCE EVALUATION REVIEW (Specify Month, Day, Year) From 9/1/96 To Present	
---------------------------------------------------------------------------	--	--------------------------------------------------------------------------------------------------	--

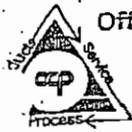
13. Evaluate the Contractor's adherence to the specific contract requirements or Scope of Work.	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input checked="" type="checkbox"/>
Evaluate the quality of the Contractor's delivered item or final work product, or service	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input checked="" type="checkbox"/>
Evaluate the timeliness and adherence to interim and final delivery requirements and milestones.	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input checked="" type="checkbox"/>
16. Evaluate the reliability of the Contractor.	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input checked="" type="checkbox"/>
17. Evaluate the effectiveness of the Contractor's service delivery and interaction.	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input checked="" type="checkbox"/>
18. Evaluate the accuracy, timeliness, and completeness of contractor's documentation.	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input checked="" type="checkbox"/>
19. Evaluate contractor's technical performance and approach to the contract.	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input checked="" type="checkbox"/>
20. Evaluate the ability of contractor to deliver or perform at the original price or budget.	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input checked="" type="checkbox"/>
21. Evaluate the effectiveness of Project Management. (Check only if applicable.)	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input checked="" type="checkbox"/>
Evaluate the Contractor's compliance with Safety Standards. (Check if Applicable/Required for construction contracts.)	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input checked="" type="checkbox"/>
23. Evaluate the Contractor's compliance with Labor Standards (Required for construction contracts.)	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input checked="" type="checkbox"/>
24. Evaluate Contractor's facility(ies) (Check only if applicable. Note each location, if more than one).	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input checked="" type="checkbox"/>
25. Provide an OVERALL PERFORMANCE EVALUATION RATING and add any additional comments. (Attach separate sheet if necessary)	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input checked="" type="checkbox"/>

26. Evaluator	a. Name: [Redacted]	b. Signature: [Redacted]	c. Date: 2/9/04	d. Comments: [Redacted]
27. Contracting Officer Review	a. Name: [Redacted]	b. Signature: [Redacted]	c. Date: 2/9/04	d. Comments: [Redacted]

CONTRIBUTION FOR OCP USE ONLY:

<input type="checkbox"/> a. Procurement File	<input type="checkbox"/> e. Contract Administrator/COTR	<input type="checkbox"/> l. Agency Chief Financial Officer
<input type="checkbox"/> b. Agency Chief Contracting Officer	<input type="checkbox"/> f. Contract Monitor	<input type="checkbox"/> i. D.C. Office of Inspector General
<input type="checkbox"/> c. Chief Procurement Officer (CPO)	<input type="checkbox"/> g. Agency Director	<input type="checkbox"/> k. D.C. Office of Local Business Development
<input type="checkbox"/> d. OCP Headquarters (Quality Assurance)	<input type="checkbox"/> h. Agency Program	<input type="checkbox"/> l. OTHER:

R(2)(4)



Office of Contracting  
& Procurement

Government of the  
District of Columbia

# SUMMARY EVALUATION OF CONTRACTOR/PROVIDER PAST PERFORMANCE

(Please Read The Attached instructions Prior To Completing This Form.)

2. Name of Contractor: Name: Hawk One Security, Inc. Address: 1331 H St., NW Suite 600 City: Wash. State: DC Zip Code: 20005 Telephone: (202) 783-4060 Facsimile: (202) 783-0296 E-mail: tthompson@hawkone.net Point of Contact Tyrone Thompson		3. Contract Administrator/COTR: Name: [REDACTED] Address: [REDACTED] City: [REDACTED] State: [REDACTED] Zip Code: [REDACTED] Telephone: [REDACTED] Facsimile: [REDACTED] Agency: [REDACTED] E-mail: [REDACTED]	1. CONTRACT NUMBER:  4. CLASSIFICATION (Check boxes that apply) <input type="checkbox"/> a. Small Purchase <input checked="" type="checkbox"/> b. Contract Action <input type="checkbox"/> c. DC Supply Schedule <input type="checkbox"/> d. Delivery Order <input type="checkbox"/> e. Fed Supply Schedule <input type="checkbox"/> f. Intra-District <input type="checkbox"/> g. MCJ <input type="checkbox"/> h. COOP Address <input type="checkbox"/> i. LSDBE <input type="checkbox"/> j. Subcontract
6. CONTRACTOR TAX IDENTIFICATION NUMBER: [REDACTED]	7. Contract Monitor: Name: Address: Telephone: Facsimile: Agency: E-mail:	5. DATE OF AWARD:  2/27/96	8. COST ON DATE OF AWARD: 54,000.00 per Annum
9. CAPTION / DESCRIPTION: Security Services	10. FINAL CONTRACT COST:		

11. CONTRACT PERIOD: (Specify Month, Day, Year) From 3/11/96 To Present	12. PERIOD OF PERFORMANCE EVALUATION REVIEW (Specify Month, Day, Year) From 3/11/96 To Present
----------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------

13. Evaluate the Contractor's adherence to the specific contract requirements or Scope of Work.	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input checked="" type="checkbox"/>
Evaluate the quality of the Contractor's delivered item or final work product, or service.	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input checked="" type="checkbox"/>
Evaluate the timeliness and adherence to interim and final delivery requirements and milestones.	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input checked="" type="checkbox"/>
16. Evaluate the reliability of the Contractor.	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input checked="" type="checkbox"/>	5. <input type="checkbox"/>
17. Evaluate the effectiveness of the Contractor's service delivery and interaction.	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input checked="" type="checkbox"/>	5. <input type="checkbox"/>
18. Evaluate the accuracy, timeliness, and completeness of contractor's documentation.	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input checked="" type="checkbox"/>	5. <input type="checkbox"/>
19. Evaluate contractor's technical performance and approach to the contract.	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input checked="" type="checkbox"/>	5. <input type="checkbox"/>
20. Evaluate the ability of contractor to deliver or perform at the original price or budget.	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input checked="" type="checkbox"/>	5. <input type="checkbox"/>
21. Evaluate the effectiveness of Project Management. (Check only if applicable.)	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input type="checkbox"/>
Evaluate the Contractor's compliance with Safety Standards. (Check if Applicable/Required for construction contracts.)	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input checked="" type="checkbox"/>
23. Evaluate the Contractor's compliance with Labor Standards (Required for construction contracts.)	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input checked="" type="checkbox"/>
24. Evaluate Contractor's facility(ies) (Check only if applicable. Note each location, if more than one).	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input type="checkbox"/>
25. Provide an OVERALL PERFORMANCE EVALUATION RATING and add any additional comments. (Attach separate sheet if necessary)	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input checked="" type="checkbox"/>

26. Evaluator	a. Name: [REDACTED]	b. Signature: [REDACTED]	c. Date: 8/31/04	d. Comments:
27. Contracting Officer Review	a. Name:	b. Signature:	c. Date:	d. Comments:

TRIBUTION FOR OCP USE ONLY:

<input checked="" type="checkbox"/> a. Procurement File	<input type="checkbox"/> e. Contract Administrator/COTR	<input type="checkbox"/> l. Agency Chief Financial Officer
<input type="checkbox"/> b. Agency Chief Contracting Officer	<input type="checkbox"/> f. Contract Monitor	<input type="checkbox"/> j. D.C. Office of Inspector General
<input type="checkbox"/> c. Chief Procurement Officer (CPO)	<input type="checkbox"/> g. Agency Director	<input type="checkbox"/> k. D.C. Office of Local Business Development
<input type="checkbox"/> d. OCP Headquarters (Quality Assurance)	<input type="checkbox"/> h. Agency Program	<input type="checkbox"/> l. OTHER

INSTRUCTIONS  
R(9)(4)



SUMMARY EVALUATION OF CONTRACTOR/PROVIDER PAST PERFORMANCE

(Please Read The Attached Instructions Prior To Completing This Form.)

2. Name of Contractor: Hawk One Security, Inc.
3. Contract Administrator/COTR: [Redacted]
4. CLASSIFICATION: b. Contract Action
5. DATE OF AWARD: 4/20/04
6. CONTRACTOR TAX IDENTIFICATION NUMBER: [Redacted]
7. Contract Monitor: [Redacted]
8. COST ON DATE OF AWARD: 6,800.00 monthly
9. CAPTION / DESCRIPTION: Security Services
10. FINAL CONTRACT COST: [Redacted]

11. CONTRACT PERIOD: (Specify Month, Day, Year) From 8/5/04 To 7/27/04
12. PERIOD OF PERFORMANCE EVALUATION REVIEW (Specify Month, Day, Year) From 5/5/04 To 7/27/04

Table with 6 columns (13-15, 16-18, 19-21, 22-25) for performance evaluation. Includes rows for adherence to requirements, quality of work, timeliness, reliability, effectiveness of service, accuracy of documentation, technical performance, ability to deliver on budget, project management, and compliance with standards.

26. Evaluator: [Redacted Name and Signature], Date: 3-5-04
27. Contracting Officer Review: [Redacted Name and Signature], Date: [Redacted]

CONTRIBUTION FOR OCP USE ONLY:
a. Procurement File
b. Agency Chief Contracting Officer
c. Chief Procurement Officer (CPO)
d. OCP Headquarters (Quality Assurance)
e. Contract Administrator/COTR
f. Contract Monitor
g. Agency Director
h. Agency Program
i. Agency Chief Financial Officer
j. D.C. Office of Inspector General
k. D.C. Office of Local Business Development
l. OTHER

INSTRUCTIONS R(9) (4)



SUMMARY EVALUATION

OF

CONTRACTOR/PROVIDER PAST PERFORMANCE

(Please Read The Attached Instructions Prior To Completing This Form.)

<b>2. Name of Contractor:</b> Name: Hawk One Security, Inc. Address: 1331 H St., NW Suite 600 City: Wash. State: DC Zip Code: 20005 Telephone: (202) 783-4060 Facsimile: (202) 783-0296 E-mail: tthompson@hawkone.net Point of Contact: Tyrone Thompson		<b>3. Contract Administrator/COTR:</b> Name: [Redacted] Address: [Redacted] City: Wash. State: DC Zip Code: 20032 Telephone: [Redacted] Facsimile: [Redacted] Agency: [Redacted] E-mail: [Redacted]	<b>1. CONTRACT NUMBER:</b>  <b>4. CLASSIFICATION</b> (Check boxes that apply) <input type="checkbox"/> a. Small Purchase <input checked="" type="checkbox"/> b. Contract Action <input type="checkbox"/> c. DC Supply Schedule <input type="checkbox"/> d. Delivery Order <input type="checkbox"/> e. Fed Supply Schedule <input type="checkbox"/> f. Intra-District <input type="checkbox"/> g. MCU <input type="checkbox"/> h. OCP Purchase <input type="checkbox"/> i. LSDBE <input type="checkbox"/> j. Subcontract
<b>6. CONTRACTOR TAX IDENTIFICATION NUMBER:</b> [Redacted]	<b>7. Contract Monitor:</b> Name: Address: Telephone: Facsimile: Agency: E-mail:		<b>5. DATE OF AWARD:</b> 7/01/03
<b>9. CAPTION / DESCRIPTION:</b> Security Services	<b>8. COST ON DATE OF AWARD:</b> 2.62 Million		<b>10. FINAL CONTRACT COST:</b>

<b>11. CONTRACT PERIOD:</b> (Specify Month, Day, Year) From 7/8/03 To Present	<b>12. PERIOD OF PERFORMANCE EVALUATION REVIEW</b> (Specify Month, Day, Year) From 7/8/03 To Present
----------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------

<b>13.</b> Evaluate the Contractor's adherence to the specific contract requirements or Scope of Work.	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input checked="" type="checkbox"/>	5. <input type="checkbox"/>
<b>14.</b> Evaluate the quality of the Contractor's delivered item or final work product, or service	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input checked="" type="checkbox"/>	5. <input type="checkbox"/>
Evaluate the timeliness and adherence to interim and final delivery requirements and milestones.	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input checked="" type="checkbox"/>	5. <input type="checkbox"/>
Evaluate the reliability of the Contractor.	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input checked="" type="checkbox"/>	5. <input type="checkbox"/>
<b>17.</b> Evaluate the effectiveness of the Contractor's service delivery and interaction.	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input checked="" type="checkbox"/>
<b>18.</b> Evaluate the accuracy, timeliness, and completeness of contractor's documentation.	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input checked="" type="checkbox"/>
<b>19.</b> Evaluate contractor's technical performance and approach to the contract.	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input checked="" type="checkbox"/>
<b>20.</b> Evaluate the ability of contractor to deliver or perform at the original price or budget.	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input checked="" type="checkbox"/>
<b>21.</b> Evaluate the effectiveness of Project Management. (Check only if applicable.)	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input checked="" type="checkbox"/>
Evaluate the Contractor's compliance with Safety Standards. (Check if Applicable/Required for construction contracts.)	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input checked="" type="checkbox"/>	4. <input type="checkbox"/>	5. <input type="checkbox"/>
<b>23.</b> Evaluate the Contractor's compliance with Labor Standards (Required for construction contracts.)	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input checked="" type="checkbox"/>	5. <input type="checkbox"/>
<b>24.</b> Evaluate Contractor's facility(ies) (Check only if applicable. Note each location, if more than one).	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input type="checkbox"/>	5. <input checked="" type="checkbox"/>
<b>25.</b> Provide an OVERALL PERFORMANCE EVALUATION RATING and add any additional comments. (Attach separate sheet if necessary)	0. <input type="checkbox"/>	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>	4. <input checked="" type="checkbox"/>	5. <input type="checkbox"/>

<b>26. Evaluator</b>	a. Name: [Redacted]	b. Signature: [Redacted]	c. Date: 8/2/04	d. Comments: Hawk one tries very hard to succeed
<b>27. Contracting Officer Review</b>	a. Name:	b. Signature:	c. Date:	d. Comments:

**DISTRIBUTION FOR OCP USE ONLY:**

<input type="checkbox"/> a. Procurement File	<input type="checkbox"/> e. Contract Administrator/COTR	<input type="checkbox"/> l. Agency Chief Financial Officer
<input type="checkbox"/> b. Agency Chief Contracting Officer	<input type="checkbox"/> f. Contract Monitor	<input type="checkbox"/> m. D.C. Office of Inspector General
<input type="checkbox"/> c. Chief Procurement Officer (CPO)	<input type="checkbox"/> g. Agency Director	<input type="checkbox"/> n. D.C. Office of Local Business Development
<input type="checkbox"/> d. OCP Headquarters (Quality Assurance)	<input type="checkbox"/> h. Agency Program	<input type="checkbox"/> o. OTHER:

INSTRUCTIONS

R(9)(4)

**\*\* NOTE \*\***

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Hawk One Security, Inc's largest customer, DC Protective Services will forward an evaluation to you shortly. Due to End of the Fiscal year closing, they could not provide a timely evaluation. In the interim please observe the following:

Contact: Diane Wooden – (202) 724-3846  
Arnold Bracey – (202) 727-2705

Contract Amount: \$10,500,000 per annum

Security Guard Services

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**HAWK ONE SECURITY, INC.  
3127 MARTIN LUTHER KING AVE SE.  
WASHINGTON, D.C. 20032**

RESPONSE TO IFB/REQUEST FOR PROPOSAL  
SOLICITATION # POFA-2004-R-0005  
ENTITLED: "D.C. PUBLIC SCHOOLS SECURITY AND RELATED SERVICES"

**LEGAL STATUS OF OFFEROR**

— Name of Offeror: Hawk Security Services Security, Inc.  
— Legal Status: Corporation  
— License To Perform Security Guard Service Within the District of Columbia: See Section Three under Contract's Detective License  
— Is Corporation Site Located In The Districts' Enterprise Zone?: Yes  
— Federal Tax ID Number:   
— Dunn & Bradstreet Number: 79-7266673

TYRONE A. THOMPSON  
Authorized Contractor Personnel (Print Name)

Signature of Authorized Contractor Personal

PRESIDENT

Title

OCTOBER 7, 2004

Date

R(a)(6)

**HAWK ONE SECURITY, INC.  
3127 MARTIN LUTHER KING AVE SE.  
WASHINGTON, D.C. 20032**

RESPONSE TO IFB/REQUEST FOR PROPOSAL  
SOLICITATION # POFA-2004-R-0005  
ENTITLED: "D.C. PUBLIC SCHOOLS SECURITY AND RELATED SERVICES"

**LEGAL STATUS OF OFFEROR**

— Name of Offeror: Hawk Security Services Security, Inc.  
— Legal Status: Corporation  
— License To Perform Security Guard Service Within the District of Columbia: See Section Three under Contract's Detective License  
— Is Corporation Site Located In The Districts' Enterprise Zone?: Yes  
— Federal Tax ID Number:   
— Dunn & Bradstreet Number: 79-7266673

TYRONE A. THOMPSON  
Authorized Contractor Personnel (Print Name)

Signature of Authorized Contractor Personal

PRESIDENT  
Title

OCTOBER 7, 2004  
Date

R(9)(6)

## LOCAL OPERATING FACILITIES

### LOCAL OPERATING FACILITIES

The Contractor shall provide and maintain its own operating quarters. Such quarter shall be of sufficient size and capacity, and have the necessary facilities to adequately carry out the work to be performed under the contract.

3127 Martin Luther Ave SE

LOCAL ADDRESS

(202) 783-4060

LOCAL TELEPHONE NUMBER

(202) 783-1522

EMERGENCY NUMBER

(202) 783-0296

FACSIMILE NUMBER

Tyrone A. Thompson

EMERGENCY CONTACT PERSON

**WASHINGTON, D.C. 20032**

**RESPONSE TO IFB/REQUEST FOR PROPOSAL  
SOLICITATION # POFA-2004-R-0005**

**ENTITLED: "D.C. PUBLIC SCHOOLS SECURITY AND RELATED SERVICES"**

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**SECTION FOUR: ATTACHMENTS**

**WASHINGTON, D.C. 20032**

**RESPONSE TO IFB/REQUEST FOR PROPOSAL  
SOLICITATION # POFA-2004-R-0005**

**ENTITLED: "D.C. PUBLIC SCHOOLS SECURITY AND RELATED SERVICES"**

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## **ATTACHMENTS**

**DELIVERABLES  
ATTACHMENTS**

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**HAWK ONE SECURITY, INC.  
3127 MARTIN LUTHER KING AVE SE.  
WASHINGTON, D.C. 20032**

**RESPONSE TO IFB/REQUEST FOR PROPOSAL  
SOLICITATION # POFA-2004-R-0005  
ENTITLED: "D.C. PUBLIC SCHOOLS SECURITY AND RELATED  
SERVICES"**

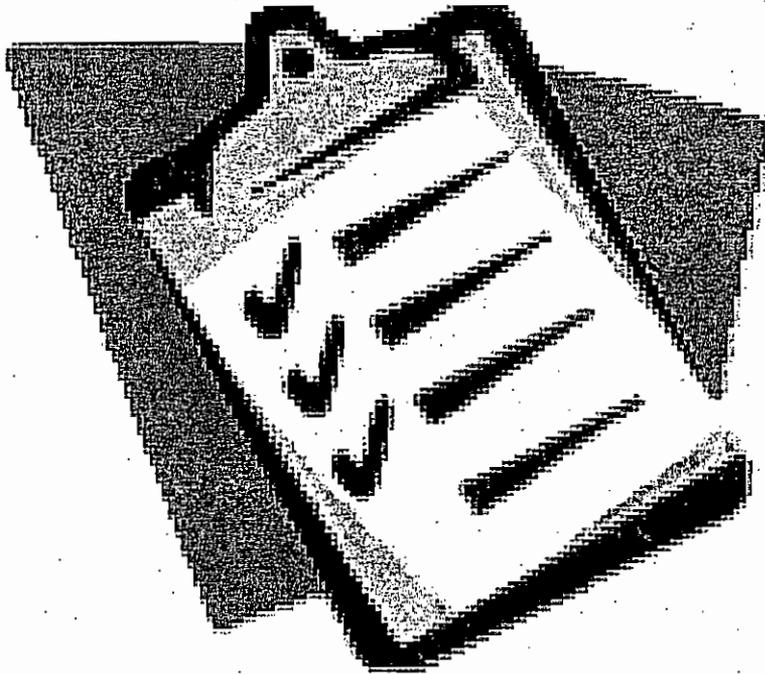
**SOLICITATION / CONTRACT FORM**

<b>SOLICITATION, OFFER, AND AWARD</b>			1. Market Set-Aside	Page of Pages 1 82		
2. Contract Number	3. Solicitation Number <b>SR HIGH SCHOOL</b> POFA-2004-R-0005	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposal (RFP)		5. Date Issued 7-Sep-04	6. Requisition/Purchase Number	
6a.-Caption DC Public Schools Security and Related Services						
7. Issued By Office of Contracting and Procurement Professional and Human Care Services 441 4th Street, NW, Suite 700 South Washington, DC 20001			Code HA0	8. Address Offer To (if other than line 7)		
<b>SOLICITATION</b>						
9. Sealed bid in original and <u>9</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the						
depository located in <u>441 4th Street, NW, Suite 703 South, Bid Counter, Washington, DC</u> until <u>2:00 AM</u> local time <u>7-Oct-04</u>						
(Hour) (Date)						
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR Chapters 15 and 16 as applicable. All offers are subject to all terms and conditions contained in this solicitation.						
10. For information contact	A. Name Kenneth Morrow		B. Telephone (No Collect Calls) (Area Code) (Number) (Ext) 202 724-2122		C. E-mail Address Kenneth.Morrow@dc.gov	
11. Table of Contents						
(X)	Section	Description	Page	(X)	Section Description Page	
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES		
	A	Solicitation/Contract Form	1		I	Contract Clauses 55
	B	Supplies or Services and Price/Cost	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS		
	C	Description/Specifications/Work Statement	15		J	List of Attachments 62
	D	Packaging and Marking	38	PART IV - REPRESENTATIONS AND INSTRUCTIONS		
	E	Inspection and Acceptance	39		K	Representations, Certifications and Other Statements of Offerors 63
	F	Deliveries or Performance	41		L	Instructions, Conditions & Notices to Offerors 68
	G	Contract Administration Data	45		M	Evaluation Factors for Award 77
	H	Special Contract Requirements	48			
<b>OFFER</b>						
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>90</u> calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.						
13. Discount for Prompt Payment		10 Calendar days %	20 Calendar days %	30 Calendar days %	Calendar days %	
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):			Amendment Number	Date	Amendment Number Date	
15A. Name and Address of Offeror			Code	Facility	18. Name and Title of Person Authorized to Sign Offer/Contract	
15B. Telephone		(Area Code) (Number) (Ext)	15 C. Check if remittance address is different from above - enter address in Schedule Section K.		17. Signature	
					18. Offer Date	
<b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>						
19. Accepted as to Items Numbered		20. Amount		21. Accounting and Appropriation		
<input type="checkbox"/> Award - DC OCP Form 201 not required		<input type="checkbox"/> Negotiated Agreement - DC OCP Form 201 must be executed		23. Submit Invoices to Address Shown in Item (2 copies unless otherwise specified)		
24. Administered By (if other than Item 7) Code			25. Reserved for future use			
Name of Contracting Officer (Type or Print)			27. Government of the District of Columbia		28. Award Date	
(Signature of Contracting Officer)						

3

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# EMPLOYEE MANUAL



HAWK ONE SECURITY, INC.

3

*Welcome to Hawk One!*

*We hope that your employment with us provides you with an opportunity to excel in the security profession. We want to get you started on the right foot with training and information that will help you do your job most effectively. Our corporate staff is available for your questions or concerns.*

*Tyrone A. Thompson  
President*

### **At-Will Employment**

Hawk One's employment relationship with its employee is considered "at will." This means an employee can end his employment for any reason or no reason at all. Additionally, Hawk One can end the employment relationship for any reason or no reason at all.

### **Equal Opportunity**

Hawk One intends to select and place employees on the basis of qualification of the work to be performed -- without discrimination in terms of race, creed, color, religion, sex, age, handicap, veteran status, or national of origin. This policy encompasses all personnel practices, including but not limited to hiring, placement, promotion, transfer, demotion and advertising or solicitation for employment.

### **Ethics and Conduct**

Unethical actions, or the appearance of unethical actions, are unacceptable under any condition. Each employee must apply their own sense of personal ethics, which should extend beyond compliance with the law, to govern behavior where no existing regulation provides a guideline. It is your responsibility to apply common sense in business decisions where specific rules do not provide all of the answers.

In situations where you are called upon to act, ask yourself the following questions:

- Is my action legal?
- Is my action ethical?
- Does my action comply with corporate policy?
- Am I sure that my action doesn't appear inappropriate?
- Am I sure that I would not be embarrassed or compromised if my action became known within the corporation or publicly?
- Am I sure that my action meets my personal code of ethics and behavior?

You should be able to answer "yes" to all these questions before taking action.

All supervisors and managers are responsible for the ethical business behavior of their subordinates. Supervisors and managers must weigh carefully all suggested courses of action in ethical as well as business terms and base their decisions on the guidelines provided by this code as well as their personal sense of right and wrong.

### **Sexual Harassment**

Hawk One strives to provide and support a work environment in which all employees can work together comfortably and productively, free from sexual harassment. Sexual harassment is illegal under state and federal law and will not be tolerated at Hawk One.

Our policy applies to all employees, and to all phases of employment -- including but not limited to hiring, termination, scheduling, benefits and participation in company-sponsored events. To reinforce our commitment to providing a positive work environment, staff and management will attend annual training on what is sexual harassment and how to prevent it.

All claims of harassment will be taken seriously and investigated promptly and thoroughly. An employee cannot lose his or her job for filing a sexual harassment complaint. An employee found

guilty of sexual harassment – as well as an employee who willfully makes a false claim of sexual harassment – will be subject to disciplinary action up to and including termination.

Sexual harassment occurs when employment decisions affecting an employee result from submission to or rejection of unwelcome sexual conduct. This is referred to as *quid pro quo* harassment. Sexual harassment can also be any action that creates an intimidating, offensive or hostile work environment for an employee. The offended employee can be male or female; the offender can be male or female as well, and can be a co-worker, supervisor, client or customer.

Conduct that can be considered sexual harassment includes, but is not limited to:

- Repeated, unwanted sexual flirtation
- Displaying of suggestive or demeaning visual
- Telling dirty or off-color jokes or stories
- Unwanted physical or written contact
- Retaliation for rebuffed advances

Every Hawk One employee must be sensitive to the personal space and cultural identity of others, and avoid behaviors that may be viewed as harassing. Be certain that your own conduct is professional. To assess the appropriateness of your actions, ask yourself:

- Does the behavior hinder or help the accomplishment of work?
- Can the behavior be misinterpreted as intentionally offensive and harassing?
- Does the behavior offend other members of your workplace?
- Does the behavior send signals that may invite sexually harassing behavior from others?

If you believe you are being sexually harassed, take action. Tell the harasser that their actions are unwelcome and must stop immediately. Report such behavior to a supervisor or Human Resources. Document as precisely as possible what happened, when it happened and the names of witnesses.

All employees will receive a copy of our sexual harassment policy to read and sign, and a copy of the acknowledgement is kept in the employee's personnel file.

### **Drug and Alcohol Use Policy**

All employees, at all levels, are expected to report ready and able to work. Reporting to work under the influence of or impaired by alcohol or drug use (whether legal or illegal) is strictly prohibited and will result in disciplinary action which may include termination for a first offense and drug testing. Hawk One may require, at management's discretion, that the affected employee satisfactorily participate in an approved drug abuse assistance or rehabilitation program should the employee desire continued employment or reinstatement.

All employees are prohibited from unlawful manufacture, distribution, dispensing, possession, or non-prescriptive use of a controlled substance in the workplace, whether ours or our customer's. Further prohibited is the use, sale, possession, distribution, dispensing of, manufacture or transfer of controlled substances on nonworking time to the extent such use impairs an employee's ability to perform his or her job, affects the reputation of the company with the general public or threatens our integrity. Drinking while on duty is strictly prohibited.

A controlled substance is defined to mean those drugs listed in schedule I through V of section 202 of the Controlled Substance Act, 21 U.S.C. 812, and includes, but is not limited to, marijuana, cocaine (including "crack" and other cocaine derivatives), morphine, heroin, amphetamines and barbiturates.

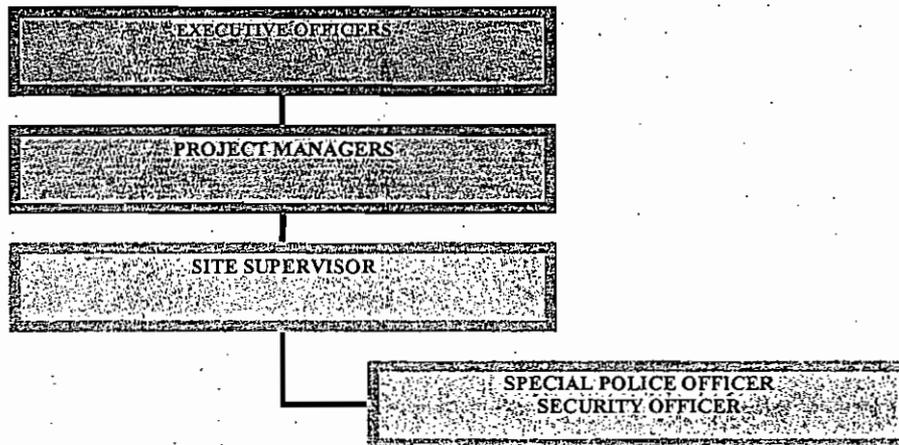
Employees who are convicted of a controlled substance-related or alcohol-related violation under state or federal law, or plead guilty or no contest to such charges, must inform Hawk One within five (5) days of such conviction or plea. Failure to do so will result in termination. Within 30 calendar days after receiving notice from the employee of such conviction, Hawk One will take appropriate personnel action against the employee, up to and including termination.

All employees will receive a copy of our alcohol and drug use policy to read and sign, and a copy of the acknowledgement is kept in the employee's personnel file.

**Chain of Command**

Hawk One has an established chain of command, through which employees receive instructions and information. Our clients and their staff are excluded from our chain of command. Employees are directed to work through this same chain of command to address their questions, concerns or issues. However, all employees can go directly to the Director of Human Resources at any time, without working through the chain of command and without fear of retaliation. Our chain of command is shown below.

*Chain of Command*



**Disciplinary Matrix**

Hawk One uses a disciplinary matrix to respond to infractions and offenses that occur in the course of employment. All employees should keep a copy and review it to understand what actions are unacceptable and their consequences. All employees will receive a copy of the disciplinary matrix and will acknowledge its receipt and their understanding of its use by signing the acknowledgement, and a copy will be placed in their personnel file. This matrix does not address every possible infraction or inappropriate action. Management will evaluate each situation within the scope of the matrix and the merits of that particular situation. Questions about your disciplinary action can be directed to Human Resources.

## Uniforms and Office Attire

Be mindful that you represent Hawk One Security whenever you are in uniform, whether you are working or not. We always want to convey an appearance of professionalism. All new field staff are given instruction on proper uniform appearance as part of their basic training and when their uniforms are issued. However, some points are worth repeating. Uniforms should be worn completely when Hawk One patches and decals are visible. Accessories, such as nail colors, hair adornments and fragrances, should be very minimal and understated. Project managers are expected to report to their posts in business attire or uniform.

Field staff will be issued two (2) uniforms plus accessories and equipment. Upon termination, all the items issued at hire and any others issued afterwards must be returned. You will reimburse the company for any items lost or damaged.

The corporate office of Hawk One observes a casual dress code. However, corporate staff conducting business with clients and/or vendors should dress for business and adjust their attire appropriately. Employees coming to the corporate office when not scheduled for work should keep in mind that they are coming to a place of business and should adjust their attire appropriately.

Some items considered inappropriate for the office are:

- Short skirts or dresses, more than two inches above the knee
- Clothing with obscene or vulgar words, sayings or pictures
- Clothing that reveals undergarments
- Halter tops, tube tops and crop tops
- Bedroom slippers or house shoes
- Clothing with holes
- Bodysuits
- Hats

## Schedules

Project managers give field staff their assigned work schedule on Friday and Saturday for the following week. Post assignments and schedules are not permanent; all employees should expect to rotate to various posts and work various schedules during their tenure with us. While Hawk One tries to accommodate specific scheduling requests, our priority is to meet our contract requirements in providing security coverage. Employees should discuss scheduling concerns with their project manager as soon as possible.

## Pay Days

Hawk One follows a bi-weekly pay schedule. Pay periods end on Sunday; pay day is on Monday. Direct deposit is available and is encouraged. Live paychecks will be mailed from the corporate office on pay day. It is the employee's responsibility to make sure the corporate office has their current address and telephone number.

## Wages and Hours

Hawk One provides services 24 hours a day, seven days a week, including holidays. Employees will receive up to eight hours of holiday pay in addition to their regular pay for hours worked that day.

Field staff will receive direction from our project managers or executive officers regarding site closings due to inclement weather and holidays. It is possible that an officer will be reassigned to another post if his scheduled post is closed.

All field staff are expected to call the Hawk One dispatcher at the corporate office with their arrival and departure times each day they work. Failure to clock in could result in loss of pay or and/or disciplinary action.

If an employee is unable to work their assigned schedule, they should contact their project manager as early as possible. Supporting documentation related to the reason for the absence may be requested. For medical-related absences of three days or more, a doctor's note approving the return to work is required.

A leave slip requesting time off should be submitted to the Project Manager by Wednesday the week before the date requested. Vacation time off is granted in one-week intervals; requests for single days of vacation will be denied. Employees have one year from their anniversary date to request vacation time off. Vacation days do not carry over from year to year; if it is not taken in the year in which it is available, it will be lost. Terminating employees will be paid in their final check for vacation time earned but not taken.

## Benefits

Most Hawk One field staff will receive a health and welfare benefit. This dollar amount is earned for each hour worked. These dollars can be applied to the employee's monthly premium due for group medical and/or dental insurance. Employees can enroll within 30 days of hire, during open enrollment in February, or within 30 days of a life event. Please contact Human Resources for more information.

## Holidays

The corporate office observes the following holidays:

- New Year's Day
- Martin Luther King Jr's birthday
- President's Day
- Memorial Day
- Fourth of July
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving
- Christmas

We maintain a 24-hour dispatch even when the corporate office is closed for business.

### Training

All new security officers are required to successfully complete our basic training curriculum to begin their employment with Hawk One. We also provide annual sexual harassment training for managers and staff, and professional development training for supervisors and managers. Employees will be made aware of voluntary and mandatory training sessions available to them.

### Performance Evaluations

Hawk One employees will be instructed on the tasks to be done to successfully perform their jobs and their performance will be evaluated annually. Performance evaluations are a tool Hawk One will use to build a strong, competent workforce and identify performance models worthy of reward. Field staff will be evaluated by their project manager. Corporate staff will be evaluated by their supervisor or manager.

### Personnel Files

Personnel files for all employees are maintained by the human resources department at the corporate office. These files contain personal info, leave requests, performance and disciplinary documents and other documents related to employment. Requests for verification of employment should be directed to human resources. Requests for salary verification should be made in writing to HR. Employees are free view their personnel records if they make an appointment with HR. Updates to personal information should be directed to Human Resources.

### The Working Environment

Visitors - whether family, friends or off-duty employees - are not permitted at client sites.

All employees should keep personal phone calls to a minimum. If the corporate office receives phone calls for field staff, the caller will be instructed to contact them at home. Using client site phones for non-emergency personal calls are strongly discouraged.

Abuse of, or damage to, client property is subject to disciplinary action. Using client computers is strictly prohibited and is subject to disciplinary action, up to and including termination. Using the client site to receive mail or deliveries is also prohibited.

Employees are encouraged to be aware of their surroundings and inform a supervisor if they see something that poses a risk of personal injury or property damage. In the event of a workplace accident that involves a Hawk One employee, human resources should be notified with specific information within 24 hours of the incident. Hawk One officers on duty at the time of an incident should follow the direction of local law enforcement or other first responders.

Hawk One encourages all its employees to be cordial and courteous to everyone with whom we interact. However, it is important to maintain a professional demeanor and distance in our work relationships so that we can execute our tasks effectively and without compromise. Field staff, in particular, are reminded that questions and requests from our clients or the public should be handled at the manager level; the field officer is not in a decision-making position.

# HAWK ONE SECURITY, INC.

## DISCIPLINARY MATRIX

LEVEL I OFFENSE: Failure to clock in, unexcused tardiness

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First Offense:	Counseling and written reprimand and/or fine*
Second Offense:	30 day schedule adjustment (change in schedule)
Third Offense:	8 hours decrease in scheduled hour and 90 days probation
Fourth Offense:	Termination

LEVEL II OFFENSE: Unexcused absence, reading unauthorized materials on post, unauthorized schedule changes, reporting for duty out of uniform and loitering on post

First Offense:	Counseling and written reprimand and/or fine*
Second Offense:	30 day schedule adjustment (change in schedule)
Third Offense:	One week suspension, 8 hours decrease in scheduled hours and 90 days probation
Fourth Offense:	Termination

LEVEL III OFFENSE: Improper call off, poor hygiene and/or appearance, failure to follow chain of command, not carrying required equipment, failure to follow post procedures, not carrying valid credentials, improper dress, watching TV on post, failure to confirm schedule, unauthorized visitor on post and fraternizing with clients or building staff

First Offense:	Counseling, written reprimand, fine* and/or removal from post
Second Offense:	Two weeks suspension and 90 days probation
Third Offense:	Termination

LEVEL IV OFFENSE: Leaving assigned weapon at home, no call/no show, failure to report to duty, insubordination, sleeping on post, improper relief, unauthorized phone use (facility or personal), solicitation, conduct unbecoming an officer, using abusive, vulgar or derogatory language

First Offense:	Counseling, written reprimand two weeks suspension and 90 days probation
Second Offense:	Termination

LEVEL V OFFENSE: Post abandonment, fighting on post, misuse of weapon, bringing unauthorized weapon to work, willingly submitting false information to Corporate Staff, submitting false clock in, sexual harassment, firearms policy violations, consumption, possession or distribution of drugs and/or alcohol, unauthorized use of client property, damaging company or client property and failure to notify corporate office of an arrest or conviction

First Offense:	Termination
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\* Fine—Any violation resulting in liquidation – (monies owed because of violations)

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

**HAWK ONE SECURITY, INC.**  
**3127 MARTIN LUTHER KING AVE SE.**  
**WASHINGTON, D.C. 20032**

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RESPONSE TO IFB/REQUEST FOR PROPOSAL  
SOLICITATION # POFA-2004-R-0005  
ENTITLED: "D.C. PUBLIC SCHOOLS SECURITY AND RELATED  
SERVICES"

**REPRESENTATION AND  
CERTIFICATIONS**

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**SECTION K**

**REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

**K.1 TAX CERTIFICATION**

Each Offeror must submit with its offer, a sworn Tax Certification Affidavit incorporated herein as **Attachment J. 5**.

**K.2 AUTHORIZED NEGOTIATORS**

The Offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

TYRONE A. THOMPSON, PRESIDENT (202) 783-4060  
\_\_\_\_\_  
\_\_\_\_\_

**K.3 TYPE OF BUSINESS ORGANIZATION**

**K.3.1** The Offeror, by checking the applicable box, represents that

(a) It operates as:

- a corporation incorporated under the laws of the State of \_\_\_\_\_  
 an individual,  
 a partnership  
 a nonprofit organization, or  
 a joint venture; or

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

- an individual  
 a joint venture, or  
 a corporation registered for business in

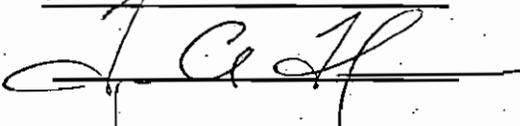
\_\_\_\_\_  
(Country)

**K.4 EMPLOYMENT AGREEMENT**

For all offers over \$100,000, except for those in which the Offeror is located outside the Washington Metropolitan Area and will perform no work in the Washington Metropolitan Area, the following certification is required (see Clause 28 of the Standard Contract Provisions). The Offeror recognizes that one of the primary goals of the District government is the creation of job opportunities for bona fide District residents. Accordingly, the Offeror agrees to pursue the District's following goals for utilization of bona fide residents of the District of Columbia with respect to this contract and in compliance with Mayor's Order 83-265: (1) at least 51% of all jobs created as a result of this contract are to be performed by employees who are residents of the District of Columbia and (2) at least 51% of apprentices and trainees shall be residents of the District of Columbia registered in programs approved by the D.C. Apprenticeship Council. The Offeror also agrees to notify all prospective subcontractors, prior to execution of any contractual agreements, that the subcontractors are expected to implement Mayor's Order 83-265 in their own employment practices. The Offeror understands and will comply with the requirements of The Volunteer Apprenticeship Act of 1978, D.C. Code Official sec. 32-1401 et seq., and the First Source Employment Agreement Act of 1984, D.C. Official Code sec. 2-219.01 et seq.

The Offeror certifies that it intends to enter into a First Source Employment Agreement with the District of Columbia Department of Employment Services (DOES). Under this First Source Employment Agreement, the Offeror will use DOES as the first source for recruitment and referral of any new employees. The Offeror shall negotiate the First Source Employment Agreement directly with DOES. Nothing in this certification or the First Source Employment Agreement shall be construed as requiring the Offeror to hire or train persons it does not consider qualified based on standards the Offeror applies to all job applicants.

Name TYRONE A. THOMPSON Title PRESIDENT

Signature  Date 10/07/04

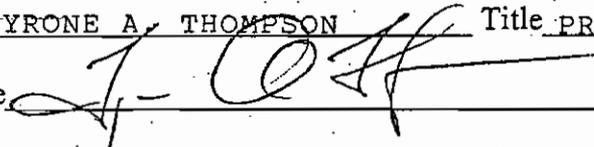
**K.5 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS**

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

the Offeror for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror HAWK ONE SECURITY, INC. Date 10/07/04

Name TYRONE A. THOMPSON Title PRESIDENT

Signature 

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

#### K.6 WALSH-HEALEY ACT

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

- (a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). (41 U.S.C. 40) Learners, student learners, apprentices, and physically impaired workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (29 U.S.C. 214).

**K.7 BUY AMERICAN CERTIFICATION**

The Offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Clause 29 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

**K.8 OFFICERS NOT TO BENEFIT CERTIFICATION**

Each Offeror shall check one of the following:

No person listed in Clause 17 of the Standard Contract Provisions will benefit from this contract.

The following person(s) listed in Clause 17 may benefit from this contract. For each person listed, attach the affidavit required by Clause 17 of the Standard Contract Provisions.

**K.9 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

(a) Each signature of the Offeror is considered to be a certification by the signatory in accordance with D.C. Official Code 2-303.16 that:

- 1) The prices in this Contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Offeror or competitor relating to:
  - (i) those prices,
  - (ii) the intention to submit a Contract, or
  - (iii) the methods or factors used to calculate the prices in the Contract;
- 2) The prices in this Contract have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before Contract opening unless otherwise required by law; and

Solicitation No. POFA-2004-R-0005  
D.C. PUBLIC SCHOOLS SECURITY AND RELATED SERVICES

- 3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit a Contract for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory;

- 1) Is the person in the 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 (a)(1) through (a)(3) above; or
- 2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

TYRONE A. THOMPSON

(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 Offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(I) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

## EMPLOYMENT PLAN

NAME OF FIRM HAWK ONE SECURITY, INC.ADDRESS 3127 MARTIN LUTHER KING AVE, SE. WASHINGTON, DC 20032TELEPHONE NUMBER 202-783-4060 FEDERAL IDENTIFICATION NO [REDACTED]CONTACT PERSON TYRONE A. THOMPSON TITLE PRESIDENTE-mail: TThompson@Hawkone.net TYPE OF BUSINESS: SECURITY GUARD SERVICES

ORIGINATING DISTRICT AGENCY \_\_\_\_\_

CONTRACTING OFFICER: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

TYPE OF PROJECT \_\_\_\_\_ FUNDING AMOUNT \_\_\_\_\_

PROJECTED START DATE \_\_\_\_\_ PROJECT DURATION \_\_\_\_\_

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this project.

	JOB TITLE	# OF JOBS F/T P/T	SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
A	SECURITY GUARD	FULL TIME	\$ [REDACTED]		11/06/03
B	SECURITY GD	FULL TIME	\$ [REDACTED]		11/06/03
C	SECURITY GD	FULL TIME	\$ [REDACTED]		11/06/03
D	SECURITY GD	FULL TIME	\$ [REDACTED]		11/06/03
E	SECURITY GD	FULL TIME	\$ [REDACTED]		11/06/03
F	SPECIAL POLICE	FULL TIME	\$ [REDACTED]		11/06/03
G	SPECIAL POLICE	FULL TIME	\$ [REDACTED]		11/06/03
H	SPECIAL POLICE	FULL TIME	\$ [REDACTED]		11/06/03
I	SPECIAL POLICE	FULL TIME	\$ [REDACTED]		11/06/03
J	SPECIAL POLICE	FULL TIME	\$ [REDACTED]		11/06/03
K	SPECIAL POLICE	FULL TIME	\$ [REDACTED]		11/06/03

R(AN)

# EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER INFORMATION REPORT

GOVERNMENT OF THE DISTRICT OF COLUMBIA DC Office of Contracting and Procurement Employer Information Report (EEO)	Reply to: Office of Contracting and Procurement 441 4 <sup>th</sup> Street, NW, Suite 700 South Washington, DC 20001
-------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------

**Instructions:**  
 Two (2) copies of DAS 84-404 or Federal Form EEO-1 shall be submitted to the Office of Contracting and Procurement.  
 One copy shall be retained by the Contractor.

### Section A - TYPE OF REPORT

1. Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX)

Single Establishment Employer  
 Single-establishment Employer Report

Multi-establishment Employer:  
 (2)  Consolidated Report  
 (3)  Headquarters Report  
 (4)  Individual Establishment Report (submit one for each establishment with 25 or more employees)  
 (5)  Special Report

1. Total number of reports being filed by this Company. 1

### Section B - COMPANY IDENTIFICATION (To be answered by all employers)

1. Name of Company which owns or controls the establishment for which this report is filed

HAWK ONE SECURITY, INC.

Address (Number and street)	City or Town	Country	State	Zip Code
3127 MARTIN LUTHER KING AVE, SE	WASHINGTON		DC	20032

b. Employer Identification No.

[REDACTED]

2. Establishment for which this report is filed.

a. Name of establishment  
 HAWK ONE SECURITY, INC.

Address (Number and street)	City or Town	Country	State	Zip Code
3127 MARTIN LUTHER KING, AVE SE	WASH		DC	20032

b. Employer Identification No.

[REDACTED]

3. Parent of affiliated Company

N/A

a. Name of parent or affiliated Company

b. Employer Identification No.

Address (Number and Street)	City or Town	Country	State	Zip Code
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### Section C - ESTABLISHMENT INFORMATION

1. Is the location of the establishment the same as that reported last year? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Did not report last year <input type="checkbox"/> Report on combined basis	2. Is the major business activity at this establishment the same as that reported last year? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> No report last year <input type="checkbox"/> Reported on combined basis	OFFICIAL USE ONLY
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------

2. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or service provided, as well as the principal business or industrial activity.)

SECURITY GUARD SERVICES

3. MINORITY GROUP MEMBERS: Indicate if you are a minority business enterprise (50% owned or 51% controlled by minority members).

Yes    No

R(9)(6)

# HAWK ONE SECURITY, INC.

3127 MARTIN LUTHER KING AVE., S.E.

WASHINGTON, D.C. 20032

PHONE NO.: (202) 783-4060 FAX NO.: (202) 783-0296

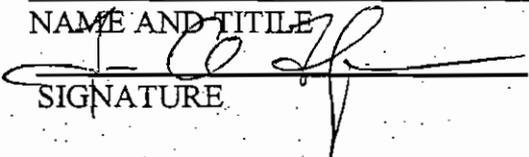
## ASSURANCE OF COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

MAYOR'S ORDER 85-85, EFFECTIVE JUNE 10, 1985, AND THE RULES IMPLEMENTING MAYOR'S ORDER 85-85, 33 DCR 4952, (PUBLISHED AUGUST 15, 1986), "ON COMPLIANCE WITH EQUAL OPPORTUNITY REQUIREMENTS IN DISTRICT GOVERNMENT CONTRACTS," ARE HEREBY INCLUDED AS PART OF THIS BID/PROPOSAL. THEREFORE, EACH BIDDER/OFFEROR SHALL INDICATE BELOW THEIR WRITTEN COMMITMENT TO ASSURE COMPLIANCE WITH MAYOR'S ORDER 85-85 AND THE IMPLEMENTING RULES. FAILURE TO COMPLY WITH THE SUBJECT MAYOR'S ORDER AND THE IMPLEMENTING RULES SHALL RESULT IN REJECTION OF THE RESPECTIVE BID/PROPOSAL.

I, TYRONE THOMPSON, THE AUTHORIZED REPRESENTATIVE OF HAWK ONE SECURITY, INC., HEREINAFTER REFERRED TO AS "THE CONTRACTOR," CERTIFY THAT THE CONTRACTOR IS FULLY AWARE OF ALL OF THE PROVISIONS OF MAYOR'S ORDER 85-85, EFFECTIVE JUNE 10, 1985, AND OF THE RULES IMPLEMENTING MAYOR'S ORDER 85-85, 33 DCR 4952. I FURTHER CERTIFY AND ASSURE THAT THE CONTRACTOR WILL FULLY COMPLY WITH ALL APPLICABLE PROVISIONS OF THE MAYOR'S ORDER AND IMPLEMENTING RULES IF AWARDED THE D.C. GOVERNMENT REFERENCED BY THE CONTRACT NUMBER ENTERED BELOW. FURTHER, THE CONTRACTOR ACKNOWLEDGES AND UNDERSTANDS THAT THE AWARD OF SAID CONTRACT AND ITS CONTINUATION ARE SPECIFICALLY CONDITIONED UPON THE CONTRACTOR'S COMPLIANCE WITH THE ABOVE-CITED ORDER AND RULES.

HAWK ONE SECURITY, INC.  
CONTRACTOR

TYRONE THOMPSON, PRESIDENT  
NAME AND TITLE

  
SIGNATURE

POFA-2004-R-0004  
CONTRACT NUMBER

OCTOBER 7, 2004  
DATE

# HAWK ONE SECURITY, INC.

3127 MARTIN LUTHER KING AVE., S.E.

WASHINGTON, D.C. 20032

PHONE NO: (202) 783-4060 FAX NO: (202) 783-0296

## EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT

HAWK ONE SECURITY, INC. SHALL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, OR PHYSICAL HANDICAP.

HAWK ONE SECURITY, INC. AGREES TO AFFIRMATIVE ACTION TO ENSURE THAT APPLICANTS ARE EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, OR PHYSICAL HANDICAP. 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.

HAWK ONE SECURITY, INC. AGREES TO POST IN CONSPICUOUS PLACES... THE PROVISIONS... CONCERNING NON DISCRIMINATION AND AFFIRMATIVE ACTION.

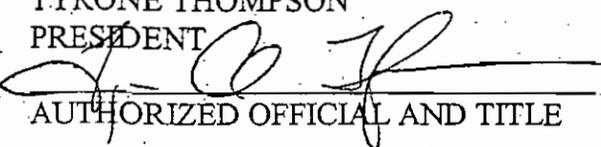
HAWK ONE SECURITY, INC. SHALL... STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT PURSUANT TO ... 1103.2 THROUGH 1103.10 OF MAYOR'S ORDER 85-85; "EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS IN CONTRACTS."

HAWK ONE SECURITY, INC. AGREES TO PERMIT ACCESS TO ALL BOOKS... PERTAINING TO ITS EMPLOYMENT PRACTICES, ...AND TO REQUIRE... EACH SUBCONTRACTOR TO PERMIT ACCESS TO... BOOKS AND RECORDS.

HAWK ONE SECURITY, INC. AGREES TO COMPLY WITH... ALL GUIDELINES FOR EQUAL EMPLOYMENT OPPORTUNITY APPLICABLE IN THE DISTRICT OF COLUMBIA AND THE STATE OF MARYLAND.

HAWK ONE SECURITY, INC. SHALL INCLUDE IN EVERY SUBCONTRACT THE EQUAL OPPORTUNITY CLAUSES, SUBSECTIONS 1103.2 THROUGH 1103.10... SO THAT SUCH PROVISIONS SHALL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

TYRONE THOMPSON  
PRESIDENT

  
AUTHORIZED OFFICIAL AND TITLE

OCTOBER 7, 2004  
DATE

HAWK ONE SECURITY, INC.  
FIRM/ORGANIZATION NAME

**HAWK ONE SECURITY, INC.**  
**3127 MARTIN LUTHER KING AVE SE.**  
**WASHINGTON, D.C. 20032**

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RESPONSE TO IFB/REQUEST FOR PROPOSAL  
SOLICITATION # POFA-2004-R-0005  
ENTITLED: "D.C. PUBLIC SCHOOLS SECURITY AND RELATED  
SERVICES"

**FIRST SOURCE AGREEMENT**

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# FIRST SOURCE EMPLOYMENT AGREEMENT

Contract Number: D. POFA-2004-R-0005

Contract Amount: \_\_\_\_\_

Project Name: HAWK ONE SECURITY, INC.

Project Address: 3127 MLK AVENUE, SE Ward: \_\_\_\_\_

Nonprofit Organization: (Yes) \_\_\_\_\_ (No) x

This First Source Employment Agreement, in accordance with D. C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 for recruitment, referral, and placement of District of Columbia residents, is between the District of Columbia Department of Employment Services, hereinafter referred to as DOES, and HAWK ONE SECURITY, INC., hereinafter, referred to as EMPLOYER. Under this Employment Agreement, the EMPLOYER will use DOES as its first source for recruitment, referral, and placement of new hires or employees for the new jobs created by this project and will hire 51% District of Columbia residents for all new jobs created, as well, as 51% of apprentices employed in connection with the project shall be District residents registered in programs approved by the District of Columbia Apprenticeship Council.

## I GENERAL TERMS

- A. The EMPLOYER will use DOES as its first source for the recruitment, referral and placement of employees.
- B. The EMPLOYER shall require all contractors and subcontractors, with contracts totaling \$100,000 or more, to enter into a First Source Employment Agreement with DOES.
- C. DOES will provide recruitment, referral and placement services to the EMPLOYER subject to the limitations set out in this Agreement.
- D. DOES participation in this Agreement will be carried out by the Office of the Director, with the Office of Employer Services, which is responsible for referral and placement of employees, or such other offices or divisions designated by DOES.

- B. DOES shall monitor EMPLOYER'S performance under this Agreement. The EMPLOYER will cooperate in DOES' monitoring effort and will submit a Contract Compliance Form to DOES monthly.
- C. To assist DOES in the conduct of the monitoring review, the EMPLOYER will make available payroll and employment records for the review period indicated.
- 
- D. If additional information is needed during the review, the EMPLOYER will provide the requested information to DOES.
- E. With the submission of the final request for payment from the District, the EMPLOYER shall:
1. Document in a report to the Contracting Officer its compliance with the requirement that 51% of the new employees hired by the project be District residents; or
  2. Submit a request to the Contracting Officer for a waiver of compliance with the requirement that 51% of the new employees hired by the project be District residents and include the following documentations:
    - a. Material supporting a 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.
- F. The Contracting Officer may waive the requirement that 51% of the new employees hired by the project be District residents, if the Contracting Officer finds that:
1. A good faith effort to comply is demonstrated by the contractor;
  2. The EMPLOYER is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area;  
The Washington Standard Metropolitan Statistical Area includes the District of Columbia, the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg; the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
  3. The EMPLOYER enters into a special workforce development training or placement arrangement with DOES; or
- 
4. DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the contract.

- B. Notification of specific needs, as set forth in Section II.A. must be given to DOES at least five (5) business days (Monday - Friday) before using any other referral source, and shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- C. Job openings to be filled by internal promotion from the EMPLOYER'S current workforce need not be referred to DOES for placement and referral.
- D. The EMPLOYER will submit to DOES, prior to starting work on the project, the names, and social security numbers of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the project.

### III. REFERRAL

DOES will screen and refer applicants according to the qualifications supplied by the EMPLOYER.

### IV. PLACEMENT

- A. DOES will notify the EMPLOYER, prior to the anticipated hiring dates, of the number of applicants DOES will refer. DOES will make every reasonable effort to refer at least two qualified applicants for each job opening.
- B. The EMPLOYER will make all decisions on hiring new employees but will in good faith use reasonable efforts to select its new hires or employees from among the qualified persons referred by DOES.
- C. In the event DOES is unable to refer the qualified personnel requested, within five (5) business days (Monday - Friday) from the date of notification, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. Notwithstanding, the EMPLOYER will still be required to hire 51% District residents for the new jobs created by the project.
- D. After the EMPLOYER has selected its employees, DOES will not be 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.

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### V. TRAINING

**HAWK ONE SECURITY, INC.  
3127 MARTIN LUTHER KING AVE SE.  
WASHINGTON, D.C. 20032**

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RESPONSE TO IFB/REQUEST FOR PROPOSAL  
SOLICITATION # POFA-2004-R-0005  
ENTITLED: "D.C. PUBLIC SCHOOLS SECURITY AND RELATED SERVICES"

**LEGAL STATUS OF OFFEROR**

**HAWK ONE SECURITY, INC.  
3127 MARTIN LUTHER KING AVE SE.  
WASHINGTON, D.C. 20032**

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~~RESPONSE TO IFB/REQUEST FOR PROPOSAL~~  
SOLICITATION # POFA-2004-R-0005  
ENTITLED: "D.C. PUBLIC SCHOOLS SECURITY AND RELATED  
SERVICES"

**TAX CERTIFICATION AFFIDAVIT**

TAX CERTIFICATION AFFIDAVIT

Date October 7, 2004.

Name of Organization/Entity: HAWK ONE SECURITY, INC.

Address: 3127 MARTIN LUTHER KING AVE, S.E. WASHINGTON, DC 20032

Principal Officers:	Name	Soc. Sec. No.	Title
	<u>TYRONE A. THOMPSON</u>	<u>[REDACTED]</u>	<u>PRESIDENT</u>

Business Telephone No.: 202-783-4060

Finance and Revenue Registration No.: \_\_\_\_\_

Federal Identification No.: \_\_\_\_\_

DUNS No.: 79-7266673

Contract No.: POFA-2004-R-0005

Unemployment Insurance Account No.: \_\_\_\_\_

I hereby certify that

- I have complied with the applicable tax filing and licensing requirements of the District of Columbia.
- The following information is true and correct concerning tax compliance for the following taxes for the past five (5) years:

District		Current	Not Current
Sales and Use		( X )	( )
Employment Withholding		( X )	( )
Hotel Occupancy		( N/A )	( )
Corporation Franchise		( X )	( )
Unincorporated Franchise		( N/A )	( )
Personal Property		( X )	( )
Professional License		( X )	( )
Arena/Public Safety Fee		( X )	( )
Vendor Fee		( X )	( )

- If not current, as checked in item 2, I am in compliance with a payment agreement with the Department of Finance and Revenue.  
 Yes     No

Attach copy of the Agreement.

If outstanding liabilities exists and no agreement has been made, please attach a listing of all such liabilities.

The Department of Finance and Revenue also requires:

(A) Copies of FR-532 (Notice of Registration) or a copy of an FR-500 (Combined Registration Form)

(B) Copies of canceled checks for the last tax period(s) filed for each tax liability; i.e., sales and use, employer withholding, etc.

The District of Columbia Government 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 one year, or both, as prescribed in D.C. Code Sec. 22-2514. 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. Code Sec. 22-2513.

[Signature]  
 Signature of Person Authorized to Sign This Document  
TYRONE A. THOMPSON

PRESIDENT  
 Title

Print Name APRILL WARNER HILL

Notary: DISTRICT OF COLUMBIA, ss:

Subscribed and sworn before me this 7<sup>th</sup> day of OCTOBER Month and Year

[Signature]  
 Notary Public

My Commission Expires MARCH 2006

**R(9)(6)**

**HAWK ONE SECURITY, INC.**  
**3127 MARTIN LUTHER KING AVE SE.**  
**WASHINGTON, D.C. 20032**

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RESPONSE TO IFB/REQUEST FOR PROPOSAL  
SOLICITATION # POFA-2004-R-0005  
ENTITLED: "D.C. PUBLIC SCHOOLS SECURITY AND RELATED  
SERVICES"

**SECTION FIVE: PRICE PROPOSAL**

**HAWK ONE SECURITY, INC.**  
**3127 MARTIN LUTHER KING AVE SE.**  
**WASHINGTON, D.C. 20032**

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RESPONSE TO IFB/REQUEST FOR PROPOSAL  
SOLICITATION # POFA-2004-R-0005  
ENTITLED: "D.C. PUBLIC SCHOOLS SECURITY AND RELATED  
SERVICES"

## **PRICE PROPOSAL**

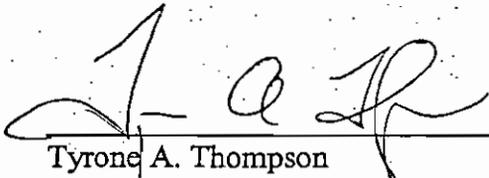
**COST CERTIFICATION FORMS**  
**COST/PRICING**

**HAWK ONE SECURITY, INC.  
3127 MARTIN LUTHER KING AVE SE.  
WASHINGTON, D.C. 20032**

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**RESPONSE TO IFB/REQUEST FOR PROPOSAL  
SOLICITATION # POFA-2004-R-0005  
ENTITLED: "D.C. PUBLIC SCHOOLS SECURITY AND RELATED  
SERVICES"**

I certify that the above statements submitted herein are true to the best of my knowledge.

  
\_\_\_\_\_  
Tyrone A. Thompson  
President



Office of Contracting  
& Procurement

Government of the  
District of Columbia

**COST / PRICE DISCLOSURE CERTIFICATION**

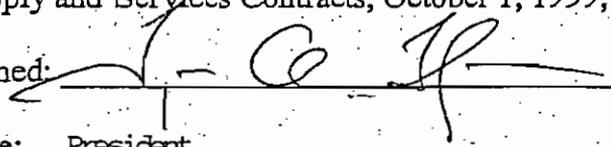
RFP Number: POEA-2004-R-0005; Closing Date: 5 OCTOBER 7, 2004

Caption: D.C.P.S. SECURITY Total Proposed Amount: 56,257,601

The undersigned Tyrone A. Thompson, President

(please print name and title of offeror's authorized signatory) hereby certifies that, to the best of my knowledge, the cost and pricing data (i.e. at the time of price agreement this certification represents that all material facts of which prudent buyers and sellers would reasonably expect to affect price negotiations in any significant manner) submitted was accurate, complete, and current as of

OCTOBER 7, 2004 (date of RFP closing or conclusion of negotiations as appropriate). The undersigned further agrees that it is under a continuing duty to update cost or pricing data through the date that negotiations, if any, with the District are completed. The undersigned further agrees that the price, including profit or fee, will be adjusted to exclude any significant price increases occurring because the cost or pricing data was inaccurate, incomplete or not current. (See D.C. Procurement Regulations, 27 DCMR, Chapter 6, Section 699, Chapter 16, Section 1624; and Section 32 of the Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, October 1, 1999, as amended).

Signed:   
Title: President

Date: OCTOBER 7, 2004

Company: Hawk One Security, Inc.

Address: 3127 MLK Avenue, SE  
Washington, DC

DUNS #: 79-7266673

Phone: (202) 783-4060

Fax: (202) 783-0296

**SECTION B**

**SERVICES AND PRICE**

- B.1** The District of Columbia Government, Office of Contracting Procurement (OCP), on behalf of the Metropolitan Police Department (MPD), is seeking a contractor to provide all trained labor, management, supervision, uniforms, supplies and equipment necessary to provide school security services to the District of Columbia Public Schools (DCPS) in accordance with Section C at the facilities listed in Attachment J.1.
- B.2** The District contemplates award of one (1) Indefinite Delivery Indefinite Quantity (IDIQ) contract based on fixed unit prices set forth below.
- B.3** The term of the contract shall be for a period of approximately thirty months (30) from date of award until June 30, 2007, as specified on page one (1) of contract. Offerors must quote unit prices on each item within each group for the base and option years. Offerors must also submit prices for all items listed in the "Other Requirements" portion of Section B.

**BASE PERIOD (TWO YEARS)**

*Year Round - Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0001	Project Mgr. (Section C.5)	hr.	\$ <u>59.89</u>	1,920	\$ <u>287,500.00</u>
0002	Asst. Project Mgr. (Section C.5)	hr.	\$ <u>53.12</u>	1,920	\$ <u>255,000.00</u>
0003	Cluster Supervisor (Section C.5)	hr.	\$ <u>26.50</u>	8,640	\$ <u>572,400.00</u>
0004	Admin. Coordinator (Section C.5)	hr.	\$ <u>40.62</u>	1,920	\$ <u>195,000.00</u>
0005	Admin. Assistant	hr.	\$ <u>26.40</u>	1,920	\$ <u>126,750.00</u>

## D.C. PUBLIC SCHOOLS SECURITY AND RELATED SERVICES

(Section C.5)

0006	Investigators (Section C.5)	hr.	\$ <u>26.65</u>	13,440	\$ <u>895,440</u>
0007	Gang Unit (Section C.5)	hr.	\$ <u>26.65</u>	7,680	\$ <u>511,680</u>
0008	S.A.V.E. Team (Section C.5)	hr.	\$ <u>26.50</u>	7,680	\$ <u>511,680</u>

*School Year - Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0009A	Middle Schools-GI* #	hr.	\$ <u>21.10</u>	47,616	\$ <u>2,511,744</u>
0009B	Middle Schools-GII** #	hr.	\$ <u>26.65</u>	4,608	\$ <u>307,008</u>
0010A	Junior High Schools-GI #	hr.	\$ <u>21.10</u>	35,328	\$ <u>1,863,552</u>
0010B	Junior High Schools-GII #	hr.	\$ <u>26.65</u>	6,144	\$ <u>409,344</u>
0011A	Senior High Schools-GI #	hr.	\$ <u>21.10</u>	138,240	\$ <u>7,292,160</u>
0011B	Senior High Schools-GII #	hr.	\$ <u>26.65</u>	32,256	\$ <u>2,149,056</u>
0012	STAY-GI #	hr.	\$ <u>21.10</u>	6,144	\$ <u>324,096</u>
0013	Alternative Schools-GI #	hr.	\$ <u>21.10</u>	7,680	\$ <u>405,120</u>

\* GI - Guard I

\*\* GII - Guard II

# - See Attachment J.1 For Locations

Solicitation No. POFA-2004-R-0005  
D.C. PUBLIC SCHOOLS SECURITY AND RELATED SERVICES

*Summer – Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0014A	Middle Schools-GI* #	hr.	\$ 21.10	4,212	\$ 222,183.00
0014B	Middle Schools-GII** #	hr.	\$ 26.65	156	\$ 10,393.50
0015A	Junior High Schools-GI #	hr.	\$ 21.10	2,184	\$ 115,206.00
0015B	Junior High Schools-GII #	hr.	\$ 26.65	624	\$ 41,574.00
0016A	Senior High Schools-GI #	hr.	\$ 21.10	972	\$ 51,273.00
0016B	Senior High Schools-GII #	hr.	\$ 26.65	486	\$ 32,379.75
0017	Alternative Schools-GI #	hr.	\$ 21.10	312	\$ 16,458.00

*Special Activities – Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0018	Middle Schools-GI #	hr.	\$ 26.65	3,140	\$ 209,202.50
0019	Junior High Schools-GI #	hr.	\$ 26.65	2,457	\$ 163,697.62
0020	Senior High Schools-GI #	hr.	\$ 26.65	15,912	\$ 1,060,137.00
0021	Alternative Schools-GI #	hr.	\$ 26.65	273	\$ 18,202.00

\* GI – Guard I

\*\* GII – Guard II

# - See Attachment J.1 For Locations

Solicitation No. POFA-2004-R-0005  
D.C. PUBLIC SCHOOLS SECURITY AND RELATED SERVICES

*Other Requirements*

<u>CLIN</u>	<u>Description</u>	<u>Price Per CLIN Item Listed Below</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0022	Uniforms Acquisition/Cleaning (Section C.14)	\$ <u>600</u> (per uniform)		\$ _____
0023	Vehicle Acquisition/Maintenance (per vehicle) (Section C.3)	\$ <u>20,000</u>	14	\$ <u>280,000</u>
0024	Weapons & Ammunition Acquisition/ Maintenance/Licensing (Section C.3)	\$ <u>335</u> (per weapon)	7	\$ <u>2,345</u>
0025	Pre-Employment/ On-going Drug Testing (Section C.3)	\$ <u>75</u> (per employee)		\$ _____
0026	Professional Training (Section C.9)	\$ _____ (per employee)		\$ _____
0027	Personnel/Other Audit Requirements (Section C.24)	\$ <u>10,000</u> (per audit)		\$ <u>10,000</u>
0028	Incident Reporting System/ Database (Section C.3)	\$ <u>6,000</u> (per database)	1	\$ <u>6,000</u>

**OPTION YEAR 1**

*Year Round – Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0101	Project Mgr. (Section C.5)	hr.	\$ <u>67.07</u>	1,920	\$ <u>128,774.40</u>

Solicitation No. POFA-2004-R-0005  
**D.C. PUBLIC SCHOOLS SECURITY AND RELATED SERVICES**

0102	Asst. Project Mgr. (Section C.5)	hr.	\$ <u>61.08</u>	1,920	\$ <u>117,273.60</u>
0103	Cluster Supervisor (Section C.5)	hr.	\$ <u>30.47</u>	8,640	\$ <u>263,260.80</u>
0104	Admin. Coordinator (Section C.5)	hr.	\$ <u>46.71</u>	1,920	\$ <u>89,683.20</u>
0105	Admin. Assistant (Section C.5)	hr.	\$ <u>27.45</u>	1,920	\$ <u>52,704.00</u>
0106	Investigators (Section C.5)	hr.	\$ <u>28.78</u>	13,440	\$ <u>386,803.20</u>
0107	Gang Unit (Section C.5)	hr.	\$ <u>28.78</u>	7,680	\$ <u>221,030.40</u>
0108	S.A.V.E. Team (Section C.5)	hr.	\$ <u>28.78</u>	7,680	\$ <u>221,030.40</u>

*School Year – Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0109A	Middle Schools-GI* #	hr.	\$ <u>23.63</u>	47,616	\$ <u>1,125,166.08</u>
0109B	Middle Schools-GII** #	hr.	\$ <u>28.78</u>	4,608	\$ <u>132,618.24</u>
0110A	Junior High Schools-GI #	hr.	\$ <u>23.63</u>	35,328	\$ <u>834,800.64</u>
0110B	Junior High Schools-GII #	hr.	\$ <u>28.78</u>	6,144	\$ <u>176,824.32</u>

\* GI – Guard I

\*\* GII – Guard II

# - See Attachment J.1 For Locations

Solicitation No. POFA-2004-R-0005  
D.C. PUBLIC SCHOOLS SECURITY AND RELATED SERVICES

0111A	Senior High Schools-GI #	hr.	\$ <u>23.63</u>	138,240	\$ <u>3,266,611.20</u>
0111B	Senior High Schools-GII #	hr.	\$ <u>28.78</u>	32,256	\$ <u>928,327.68</u>
0112	STAY-GI #	hr.	\$ <u>23.63</u>	6,144	\$ <u>145,182.72</u>
0113	Alternative Schools-GI #	hr.	\$ <u>23.63</u>	7,680	\$ <u>181,478.40</u>

*Summer - Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0114A	Middle Schools-GI #	hr.	\$ <u>28.78</u>	4,212	\$ <u>121,221.36</u>
0114B	Middle Schools-GII** #	hr.	\$ <u>28.78</u>	156	\$ <u>4,489.68</u>
0115A	Junior High Schools-GI #	hr.	\$ <u>28.78</u>	2,184	\$ <u>62,855.52</u>
0115B	Junior High Schools-GII #	hr.	\$ <u>28.78</u>	624	\$ <u>17,958.72</u>
0116A	Senior High Schools-GI #	hr.	\$ <u>28.78</u>	972	\$ <u>27,974.16</u>
0116B	Senior High Schools-GII #	hr.	\$ <u>28.78</u>	486	\$ <u>13,987.08</u>
0117	Alternative Schools-GI #	hr.	\$ <u>28.78</u>	312	\$ <u>8,979.36</u>

*Special Activities - Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0118	Middle	hr.	\$ <u>28.78</u>	3,140	\$ <u>90,369.20</u>

\* GI - Guard I

\*\* GII - Guard II

# - See Attachment J.1 For Locations

	Schools-GI #				
0119	Junior High Schools-GI #	hr.	\$ <u>28.78</u>	2,457	\$ <u>70,712.46</u>
<del>0120</del>	<del>Senior High Schools-GI #<sup>2</sup></del>	<del>hr.</del>	<del>\$ <u>28.78</u></del>	<del>15,912</del>	<del>\$ <u>457,947.36</u></del>
0121	Alternative Schools-GI #	hr.	\$ <u>28.78</u>	273	\$ <u>7,856.94</u>

*Other Requirements*

<u>CLIN</u>	<u>Description</u>	<u>Price Per CLIN Item Listed Below</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0122	Uniforms Acquisition/Cleaning- (Section C.14)	\$ <u>600</u> (per uniform)		\$ _____
0123	Vehicle Acquisition/Maintenance (Section C.3)	\$ <u>2,000</u> (per vehicle)	14	\$ <u>28,000.00</u>
0124	Weapons & Ammunition Acquisition/ Maintenance/Licensing (Section C.3)	\$ <u>0</u> (per weapon)	7	\$ <u>0</u>
0125	Pre-Employment/ On-going Drug Testing (Section C.3)	\$ <u>75</u> (per employee)		\$ <u>18,750.00</u>
0126	Professional Training (Section C.9)	\$ _____ (per employee)		\$ _____
0127	Personnel/Other Audit Requirements (Section C.24)	\$ <u>10,000</u> (per audit)		\$ <u>10,000.00</u>

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# - See Attachment J.1 For Locations

OPTION YEAR 2

*Year Round – Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0201	Project Mgr. (Section C.5)	hr.	\$ 67.07	1,920	\$ 128,774.40
0202	Asst. Project Mgr. (Section C.5)	hr.	\$ 61.08	1,920	\$ 117,273.60
0203	Cluster Supervisor (Section C.5)	hr.	\$ 30.47	8,640	\$ 263,260.80
0204	Admin. Coordinator (Section C.5)	hr.	\$ 46.71	1,920	\$ 89,683.20
0205	Admin. Assistant (Section C.5)	hr.	\$ 27.45	1,920	\$ 52,704.00
0206	Investigators (Section C.5)	hr.	\$ 28.78	13,440	\$ 386,803.20
0207	Gang Unit (Section C.5)	hr.	\$ 28.78	7,680	\$ 221,030.40
0208	S.A.V.E. Team (Section C.5)	hr.	\$ 28.78	7,680	\$ 221,030.40

*School Year – Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0209A	Middle	hr.	\$ 23.63	47,616	\$1,125,166.08

Solicitation No. POFA-2004-R-0005  
**D.C. PUBLIC SCHOOLS SECURITY AND RELATED SERVICES**

	Schools-GI* #				
0209B	Middle Schools-GII** #	hr.	\$ <u>28.78</u>	4,608	\$ <u>132,618.24</u>
0210A	Junior High Schools-GI #	hr.	\$ <u>23.63</u>	35,328	\$ <u>834,800.64</u>
0210B	Junior High Schools-GII #	hr.	\$ <u>28.78</u>	6,144	\$ <u>176,824.32</u>
0211A	Senior High Schools-GI #	hr.	\$ <u>23.63</u>	138,240	\$ <u>3,266,611.20</u>
0211B	Senior High Schools-GII #	hr.	\$ <u>28.78</u>	32,256	\$ <u>928,327.68</u>
0212	STAY-GI #	hr.	\$ <u>23.63</u>	6,144	\$ <u>145,182.72</u>
0213	Alternative Schools-GI #	hr.	\$ <u>23.63</u>	7,680	\$ <u>181,478.40</u>

*Summer – Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0214A	Middle Schools-GI* #	hr.	\$ <u>28.63</u>	4,212	\$ <u>120,589.56</u>
0214B	Middle Schools-GII** #	hr.	\$ <u>28.78</u>	156	\$ <u>4,489.68</u>
0215A	Junior High Schools-GI #	hr.	\$ <u>28.63</u>	2,184	\$ <u>62,527.92</u>
0215B	Junior High Schools-GII #	hr.	\$ <u>28.78</u>	624	\$ <u>17,958.72</u>

\* GI – Guard I

\*\* GII – Guard II

# - See Attachment J.1 For Locations

\* GI – Guard I

\*\* GII – Guard II

# - See Attachment J.1 For Locations

Solicitation No. POFA-2004-R-0005  
D.C. PUBLIC SCHOOLS SECURITY AND RELATED SERVICES

0216A	Senior High Schools-GI #	hr.	\$ <u>28.63</u>	972	\$ <u>27,828.36</u>
0216B	Senior High Schools-GII #	hr.	\$ <u>28.78</u>	486	\$ <u>13,987.08</u>
0217	Alternative Schools-GI #	hr.	\$ <u>28.63</u>	312	\$ <u>8,932.56</u>

*Special Activities – Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0218	Middle Schools-GI #	hr.	\$ <u>28.78</u>	3,140	\$ <u>90,369.20</u>
0219	Junior High Schools-GI # <sup>3</sup>	hr.	\$ <u>28.78</u>	2,457	\$ <u>70,712.46</u>
0220	Senior High Schools-GI #	hr.	\$ <u>28.78</u>	15,912	\$ <u>457,947.36</u>
0221	Alternative Schools-GI #	hr.	\$ <u>28.78</u>	273	\$ <u>7,856.94</u>

*Other Requirements*

<u>CLIN</u>	<u>Description</u>	<u>Price Per CLIN Item Listed Below</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0222	Uniforms Acquisition/Cleaning (Section C.14)	\$ <u>600</u> (per uniform)		\$ _____
0223	Vehicle Acquisition/Maintenance (Section C.3)	\$ <u>2,000</u> (per vehicle)	14	\$ <u>28,000.00</u>
0224	Weapons & Ammunition Acquisition/Maintenance/Licensing (Section C.3)	\$ <u>0</u> (per weapon)	7	\$ <u>0</u>

\* -GI – Guard I

# - See Attachment J.1 For Locations

Solicitation No. POFA-2004-R-0005  
**D.C. PUBLIC SCHOOLS SECURITY AND RELATED SERVICES**

0225	Pre-Employment/ On-going Drug Testing (Section C.3)	\$ <u>75</u> (per employee)	\$ <u>18,375.00</u>
0226	Professional Training (Section C.9)	\$ _____ (per employee)	\$ _____
0227	Personnel/Other Audit Requirements (Section C.24)	\$ <u>10,000</u> (per audit)	\$ <u>10,000.00</u>

**OPTION YEAR 3**

*Year Round – Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0301	Project Mgr. (Section C.5)	hr.	\$ <u>69.75</u>	1,920	\$ <u>133,920.00</u>
0302	Asst. Project Mgr. (Section C.5)	hr.	\$ <u>63.52</u>	1,920	\$ <u>121,958.40</u>
0303	Cluster Supervisor (Section C.5)	hr.	\$ <u>31.68</u>	8,640	\$ <u>273,715.20</u>
0304	Admin. Coordinator (Section C.5)	hr.	\$ <u>46.71</u>	1,920	\$ <u>89,683.20</u>
0305	Admin. Assistant (Section C.5)	hr.	\$ <u>28.54</u>	1,920	\$ <u>54,796.80</u>
0306	Investigators (Section C.5)	hr.	\$ <u>29.93</u>	13,440	\$ <u>402,259.20</u>
0307	Gang Unit (Section C.5)	hr.	\$ <u>29.93</u>	7,680	\$ <u>229,862.40</u>
0308	S.A.V.E. Team (Section C.5)	hr.	\$ <u>29.93</u>	7,680	\$ <u>229,862.40</u>

Solicitation No. POFA-2004-R-0005  
D.C. PUBLIC SCHOOLS SECURITY AND RELATED SERVICES

*School Year – Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0309A	Middle Schools-GI* #	hr.	\$ 25.23	47,616	\$ 1,201,351.68
0309B	Middle Schools-GII** #	hr.	\$ 31.68	4,608	\$ 145,981.44
0310A	Junior High Schools-GI #	hr.	\$ 25.23	35,328	\$ 891,325.44
0310B	Junior High Schools-GII #	hr.	\$ 31.68	6,144	\$ 194,641.92
0311A	Senior High Schools-GI #	hr.	\$ 25.23	138,240	\$ 3,487,795.20
0311B	Senior High Schools-GII #	hr.	\$ 31.68	32,256	\$ 1,021,870.08
0312	STAY-GI #	hr.	\$ 25.23	6,144	\$ 155,013.12
0313	Alternative Schools-GI #	hr.	\$ 25.23	7,680	\$ 193,766.40

*Summer – Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0314A	Middle Schools-GI* #	hr.	\$ 29.93	4,212	\$ 126,065.16
0314B	Middle Schools-GII** #	hr.	\$ 29.93	156	\$ 4,669.08

\* GI – Guard I  
# - See Attachment J.1 For Locations

\* GI – Guard I

Solicitation No. POFA-2004-R-0005  
D.C. PUBLIC SCHOOLS SECURITY AND RELATED SERVICES

0315A	Junior High Schools-GI #	hr.	\$ <u>29.93</u>	2,184	\$ <u>65,367.12</u>
0315B	Junior High Schools-GII #	hr.	\$ <u>29.93</u>	624	\$ <u>18,676.32</u>
0316A	Senior High Schools-GI #	hr.	\$ <u>29.93</u>	972	\$ <u>29,091.96</u>
0316B	Senior High Schools-GII #	hr.	\$ <u>29.93</u>	486	\$ <u>14,545.98</u>
0317	Alternative Schools-GI #	hr.	\$ <u>29.93</u>	312	\$ <u>9,338.16</u>

*Special Activities - Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0318	Middle Schools-GI # <sup>4</sup>	hr.	\$ <u>29.93</u>	3,140	\$ <u>93,980.20</u>
0319	Junior High Schools-GI #	hr.	\$ <u>29.93</u>	2,457	\$ <u>73,538.01</u>
0320	Senior High Schools-GI #	hr.	\$ <u>29.93</u>	15,912	\$ <u>476,246.16</u>
0321	Alternative Schools-GI #	hr.	\$ <u>29.93</u>	273	\$ <u>8,170.89</u>

*Other Requirements*

<u>CLIN</u>	<u>Description</u>	<u>Price Per CLIN Item Listed Below</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0322	Uniforms Acquisition/Cleaning	\$ <u>600</u> (per uniform)		\$ _____

\*\* GII - Guard II

# - See Attachment J.1 For Locations

# - See Attachment J.1 For Locations

Solicitation No. POFA-2004-R-0005  
**D.C. PUBLIC SCHOOLS SECURITY AND RELATED SERVICES**

	(Section C.14)			
0323	Vehicle Acquisition/Maintenance (per vehicle)	\$ <u>2,000</u>	14	\$ <u>28,000</u>
<hr/>				
	(Section C.3)			
0324	Weapons & Ammunition Acquisition/ Maintenance/Licensing (per weapon)	\$ <u>0</u>	7	\$ <u>0</u>
0325	Pre-Employment/ On-going Drug Testing (per employee)	\$ <u>75</u>		\$ <u>18,750</u>
0326	Professional Training (per employee)	\$ <u>          </u>		\$ <u>          </u>
0327	Personnel/Other Audit Requirements (per audit)	\$ <u>10,000</u>		\$ <u>10,000</u>

**OPTION III**  
**POFA-2004-R-0005**

PRICE ITEM			
DIRECT LABOR CATEGORIES		CLIN 0001	
1. Project Manager		R	
2. Assistant Project Manager		[REDACTED]	
3. Cluster Supervisor		[REDACTED]	
4. Administrator Coordinator		[REDACTED]	
5. Administrative Assistant		[REDACTED]	
6. Investigators		[REDACTED]	
7. Gang Unit		[REDACTED]	
8. Save Team		[REDACTED]	
6. Guard I		[REDACTED]	
7. Guard II		[REDACTED]	
<b>TOTAL LABOR</b>		[REDACTED]	
Other Direct Costs		[REDACTED]	
Uniforms		[REDACTED]	
Vehicle Acquisition/Maintenance		[REDACTED]	
Weapons/Ammunition		[REDACTED]	
Drug Screening		[REDACTED]	
Training		[REDACTED]	
Audits		[REDACTED]	
<b>TOTAL OTHER DIRECT</b>		[REDACTED]	
G/A		[REDACTED]	
PROFIT		[REDACTED]	
<b>TOTAL PRICE</b>		11,543,032.62	

R(5)(1)

**OPTION I**  
**POFA-2004-R-0005**

PRICE ITEM	CLIN 0001		
DIRECT LABOR CATEGORIES	R	H	D
1. Project Manager	[REDACTED]	[REDACTED]	[REDACTED]
2. Assistant Project Manager	[REDACTED]	[REDACTED]	[REDACTED]
3. Cluster Supervisor	[REDACTED]	[REDACTED]	[REDACTED]
4. Administrator Coordinator	[REDACTED]	[REDACTED]	[REDACTED]
5. Administrative Assistant	[REDACTED]	[REDACTED]	[REDACTED]
6. Investigators	[REDACTED]	[REDACTED]	[REDACTED]
7. Gang Unit	[REDACTED]	[REDACTED]	[REDACTED]
8. Save Team	[REDACTED]	[REDACTED]	[REDACTED]
9. Guard I	[REDACTED]	[REDACTED]	[REDACTED]
10. Guard II	[REDACTED]	[REDACTED]	[REDACTED]
<b>TOTAL LABOR</b>	[REDACTED]	[REDACTED]	[REDACTED]
Other Direct Costs	[REDACTED]	[REDACTED]	[REDACTED]
Uniforms	[REDACTED]	[REDACTED]	[REDACTED]
Vehicle Acquisition/Maintenance	[REDACTED]	[REDACTED]	[REDACTED]
Weapons/Ammunition	[REDACTED]	[REDACTED]	[REDACTED]
Drug Screening	[REDACTED]	[REDACTED]	[REDACTED]
Professional Training	[REDACTED]	[REDACTED]	[REDACTED]
Personnel/Other	[REDACTED]	[REDACTED]	[REDACTED]
<b>TOTAL OTHER DIRECT</b>	[REDACTED]	[REDACTED]	[REDACTED]
G/A	[REDACTED]	[REDACTED]	[REDACTED]
PROFIT	[REDACTED]	[REDACTED]	[REDACTED]
<b>TOTAL PRICE</b>	10,838,745.07		

R(9)(1)

**OPTION II**  
**POFA-2004-R-0005**

PRICE ITEM			
<b>DIRECT LABOR CATEGORIES</b>			
1. Project Manager	R	H	D
2. Assistant Project Manager	[REDACTED]	[REDACTED]	[REDACTED]
3. Cluster Supervisor	[REDACTED]	[REDACTED]	[REDACTED]
4. Administrator Coordinator	[REDACTED]	[REDACTED]	[REDACTED]
5. Administrative Assistant	[REDACTED]	[REDACTED]	[REDACTED]
6. Investigators	[REDACTED]	[REDACTED]	[REDACTED]
7. Gang Unit	[REDACTED]	[REDACTED]	[REDACTED]
8. Save Team	[REDACTED]	[REDACTED]	[REDACTED]
9. Guard I	[REDACTED]	[REDACTED]	[REDACTED]
10. Guard II	[REDACTED]	[REDACTED]	[REDACTED]
<b>TOTAL LABOR</b>	[REDACTED]	[REDACTED]	[REDACTED]
Other Direct Costs	[REDACTED]	[REDACTED]	[REDACTED]
Uniforms	[REDACTED]	[REDACTED]	[REDACTED]
Vehicle Acquisition/Maintenance	[REDACTED]	[REDACTED]	[REDACTED]
Weapons/Ammunition	[REDACTED]	[REDACTED]	[REDACTED]
Drug Screening	[REDACTED]	[REDACTED]	[REDACTED]
Professional Training	[REDACTED]	[REDACTED]	[REDACTED]
Personnel/Other	[REDACTED]	[REDACTED]	[REDACTED]
<b>TOTAL OTHER DIRECT</b>	[REDACTED]	[REDACTED]	[REDACTED]
G/A	[REDACTED]	[REDACTED]	[REDACTED]
PROFIT	[REDACTED]	[REDACTED]	[REDACTED]
<b>TOTAL PRICE</b>	10,838,745.07		

R(a)(1)

**BASE YEAR  
POFA-2004-R-0005**

PRICE ITEM			
DIRECT LABOR CATEGORIES		CLIN 0001	
1. Project Manager	R	H	D
2. Assistant Project Manager			
3. Cluster Supervisor			
4. Administrator Coordinator			
5. Administrative Assistant			
6. Investigators			
7. Gang Unit			
8. Save Team			
9. Guard I			
10. Guard II			
<b>TOTAL LABOR</b>			
Other Direct Costs			
Uniforms			
Vehicle Acquisition/Maintenance			
Weapons/Ammunition			
Drug Screening			
Professional Training			
Audit			
Incident Reporting			
<b>TOTAL OTHER DIRECT</b>			
G/A			
PROFIT			
<b>TOTAL PRICE</b>		23,037,079.00	

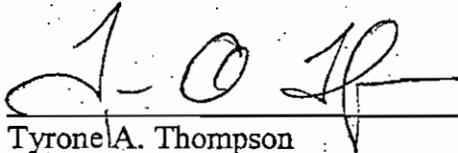
R(9)(1)

**HAWK ONE SECURITY, INC.**  
**3127 MARTIN LUTHER KING AVE SE.**  
**WASHINGTON, D.C. 20032**

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RESPONSE TO IFB/REQUEST FOR PROPOSAL  
SOLICITATION # POFA-2004-R-0004  
ENTITLED: "D.C. PUBLIC SCHOOLS SECURITY AND RELATED  
SERVICES"

I certify that the above statements submitted herein are true to the best of my knowledge.



Tyrone A. Thompson  
President

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## **Office of Contracting and Procurement**

### **DCPS Security and Related Services**

**Solicitation: POFA-2004-R-0005**

**Contract: POFA-2005-D-0003**

# **AMENDMENTS**

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. Contract Number POFA-2005-D-0003	Page of Pages 1 8
2. Amendment/Modification Number M0005	3. Effective Date 1/28/2008	4. Requisition/Purchase Request No.	5. Solicitation Caption DCPS Security	
6. Issued By: Code OFFICE OF CONTRACTING AND PROCUREMENT Group V 441 4TH STREET, N.W., SUITE 700 SOUTH WASHINGTON, D.C. 20001		7. Administered By (If other than line 6): METROPOLITAN POLICE DEPARTMENT 300 Indiana Avenue, N.W. WASHINGTON, D.C. 20001  Cheryl Mitchell		
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code) Hawk One Security, Inc. 5127 Martin Luther King Avenue, S.E. Washington, D.C. 20032  Tim Thornton		9A. Amendment of Solicitation No.  9B. Dated (See Item 11)  10A. Modification of Contract/Order No. X POFA-2005-D-0003 10B. Dated (See Item 13) 6/1/2005		
Code	Facility			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 9 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. Accounting and Appropriation Data (if Required)				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14</b>				
A. This change order is issued pursuant to: (Specify Authority)		Clause No. 15, Changes		
X The changes set forth in item 14 are made in the contract/order no. in item 10A.				
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 38, Section 3601.2.				
C. This supplemental agreement is entered into pursuant to authority of:				
D. Other (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)  See Continuation Sheets.  The estimated amount of this modification is \$350,000.00.				
Except as provided herein, all terms and conditions of the document referenced in item (9A or 10A) remain unchanged and in full force and effect.				
15A. Name and Title of Signer (Type or print) Tyrone A. Thompson, Jr. - President		15A. Name of Contracting Officer Sheila D. Mopley		
15B. Name of Contractor <i>Tyrone A. Thompson Jr.</i> (Signature of person authorized to sign)		15C. Date Signed 1/25/08	15B. District of Columbia <i>Sheila D. Mopley</i> (Signature of Contracting Officer)	15D. Date Signed 1/25/08

Continuation sheet to Mod 0005, POFA-2005-D-0003

Section C is modified to add the following:

"C.3.21- Exterior Perimeter Security.

Security personnel assigned to this section shall be classified as "Exterior Perimeter Security Guard (EPS). The exterior perimeter guards are assigned to senior high schools and/or secondary schools under the general supervision of the Cluster Supervisor, and/or the supervision of a special police officer (SPO) on site. The EPS guard shall perform a limited amount of duties in the prevention of and responding to threats or crimes against students, staff, faculty and property.

The Exterior Perimeter Security guard shall have post assignments surrounding the exterior of each school. Specifically, their posts shall be at or near exterior doors which have been identified as critical areas for replacement, repairing or are in areas which have previously been unmanned. These officers will report for roll call which will be conducted outside of the assigned school where they will be required to sign-in, receive their assignment and then respond on foot to their post for the day.

The EPS guard shall act as a deterrent to unauthorized entry to or exit from the schools using emergency or other restricted doors. They shall observe and report any and all suspicious activity in, around or adjacent to the school's perimeter to the MPD Security Director by the most expeditious means available."

Schedule B is modified to add the following:

<u>"CLIN</u>	<u>Description</u>	<u>No. of Guards</u>	<u>Cost Per Hr</u>	<u>Hours</u>	<u>Period of Performance</u>
0107	Spingarn High School	5	\$26.16	12 noon-8pm	1/28/08- 3/14/08
0108	Eastern Senior High School	5	\$26.16	12 noon-8pm	1/28/08- 3/14/08
0109	Wilson Senior High School	5	\$26.16	12 noon-8pm	1/28/08- 3/14/08
0110	Woodson Senior High School	5	\$26.16	12 noon-8pm	1/28/08- 3/14/08
0111	Anacostia Senior High School	5	\$26.16	12 noon-8pm	1/28/08- 3/14/08
0112	Cardoza Senior High School	5	\$26.16	12 noon-8pm	1/28/08- 3/14/08
0113	Johnson Jr. High School	5	\$26.16	12 noon-8pm	1/28/08- 3/14/08
0114	Roosevelt Senior High School	5	\$26.16	12 noon-8pm	1/28/08- 3/14/08
0015	Dunbar Senior High School	5	\$26.16	12 noon-8pm	1/28/08- 3/14/08

The above represents the exterior security requirements for DC Public Schools as outlined by the Metropolitan Police Department School Security Office. These guards are to be paid at the rate of a Special Police Officer, (SPO) of \$26.16 per hour. The exterior guards are not to have contact with the students; contact with faculty and administration personnel is allowable. Their post is external (outside of the school) and the Contractor shall provide radios for communication."

**EXTERIOR PERIMETER SECURITY (EPS)**

ORDER OF STAFFING	SCHOOL	GUARDS	DURATION	HOURS	EFFECTIVE	INACTIVE	EXTENDED COVERAGE DATES
1	DUNBAR SHS	5	37 DAYS	12:00pm-8:00pm	10/31/07	12/21/07	1/28/08 - 3/14/08
2	SPINGARN SHS	5	37 DAYS	12:00pm-8:00pm	11/5/07	1/17/08	1/28/08 - 3/14/08
3	EASTERN SHS	5	37 DAYS	12:00pm-8:00pm	11/7/07	1/15/08	1/28/08 - 3/14/08
4	WILSON SHS	5	37 DAYS	12:00pm-8:00pm	11/8/07	1/16/08	1/28/08 - 3/14/08
5	WOODSON SHS	5	37 DAYS	12:00pm-8:00pm	11/13/07	1/18/08	1/28/08 - 3/14/08
6	ANACOSTIA SHS	5	37 DAYS	12:00pm-8:00pm	11/14/07	1/24/08	1/28/08 - 3/14/08
7	CARDOZO SHS	5	37 DAYS	12:00pm-8:00pm	11/19/07	1/25/08	1/28/08 - 3/14/08
8	JOHNSON JHS	5	37 DAYS	12:00pm-8:00pm	11/26/07	1/30/08	1/28/08 - 3/14/08
9	ROOSEVELT SHS	5	37 DAYS	12:00pm-8:00pm	12/3/07	2/6/08	1/28/08 - 3/14/08
10	BALLOU SHS	0	37 DAYS	12:00pm-8:00pm	12/10/07	1/18/08	Coverage Expired
9 SCHOOLS		45 GUARDS	37 DAYS	8 HOURS	34 Days		

Holidays and Winter Vacation were excluded.

Revised January 25, 2008

**HAWK ONE SECURITY INC.**  
1400 Eye Street N.W. Suite 1100  
Washington, D.C. 20005-6530

**POLICY AFFIDAVIT  
OFFICERS ASSIGNED TO  
EXTERIOR PERIMETER SECURITY (DCPS)**

**DUTIES & RESPONSIBILITIES OF EPS OFFICERS**

**MISSION:** EPS Officers shall act as a deterrent to unauthorized entry or exit via emergency or other restricted doors of the school building. They shall also observe and report any and all suspicious activity in, around, or adjacent to the school's perimeter by the most expeditious means available.

**REPORTING FOR DUTY:**

- Officers shall report for exterior "roll call" at the assembly area designated in the "Post Orders" for each school and sign-in.
- Officers shall be attired in the appropriate uniform and gear appropriate to the weather and ready for duty.

**POST/PATROL**

- Once their assignment has been given, the officers shall report directly to their post or initiate their patrol activity. *(If radios are provided, they should be tested before going on post/patrol)*
- Illegal or Suspicious Activity
  1. Verbally challenge the individual(s) involved.
  2. Note the physical description; what was observed/said; where and results...compliance, argument, left the scene etc.  
*Special Note: Do not engage in physical contact with a student unless necessary to protect yourself or another from injury.*
- Emergency or Restricted Doors
  1. Verbally challenge the individual(s) attempting entry or exit.
  2. When possible, physically block the door. (Stand between door and individual)
  3. Note the physical description; what was observed/said; where and results...compliance, argument, left the scene etc.  
*Special Note: Do not engage in physical contact with a student unless necessary to protect yourself or another from injury.*
- Mutual Support
  1. During the conduct of patrol, there should be regular intervals during which you should come within sight of either a fixed post, or another patrolling officer. Take note should this fail to occur and notify your supervisor by the most expeditious means available.

2. If you observe a fellow officer in need of back-up or assistance, notify your supervisor, another officer, or school official immediately, and proceed to render assistance.

• Inclement Weather

- 1. When determined by the supervisor, exterior patrols/posts may be transferred to the interior. In this case, the EPS Officers will take up positions as directed by the supervisor that will provide coverage for the same doors assigned when exterior.
- 2. There will be no interaction with students other than to deter use of the designated doors and redirect them as needed.
- 3. Dependent upon the weather, the supervisor may determine that "warming" periods are appropriate should exterior duties remain in effect. The EPS Officer shall take an interior position for this period as directed. All guidelines remain in force.

**DEPARTING DUTY:**

- EPS Officers shall report to the designated assembly area for debriefing and sign-out.
- Radios or other devices provided will be tested and returned.
- If there has been an incident, the report and/or written statement shall be provided prior to the officer departing duty and given to the supervisor.

**ACKNOWLEDGEMENT:**

I \_\_\_\_\_ (print) DO HEREBY ACKNOWLEDGE RECEIPT OF THIS POLICY AND MY UNDERSTANDING OF MY DUTIES AND RESPONSIBILITIES WITH RESPECT HERETO.

\_\_\_\_\_  
Officer's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

**Commander Calvin E. Kimball**  
**Hawk One Security, Inc.**

**CC: Tim Thornton**  
**Project Manager of DCPS Division**

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. Contract Number POFA-2005-D-0003	Page of Pages 1 5	
2. Amendment/Modification Number 004	3. Effective Date 6/1/2007	4. Requisition/Purchase Request No.	5. Solicitation Caption DCPS Security	
Issued By: OFFICE OF CONTRACTING AND PROCUREMENT Group V 441 4TH STREET, N.W., SUITE 700 SOUTH WASHINGTON, D.C. 20001		7. Administered By (If other than line 6) METROPOLITAN POLICE DEPARTMENT 300 Indiana Avenue, N.W. WASHINGTON, D.C. 20001 Charly Mitchell		
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code) Hawk One Security, Inc. 3127 Martin Luther King Avenue, S.E. Washington, D.C. 20032 Tim Thornton		9A. Amendment of Solicitation No.		
		9B. Dated (See item 11)		
		10A. Modification of Contract/Order No. POFA-2005-D-0003		
		X 10B. Dated (See item 13) 6/1/2005		
Code	Facility	11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS		
The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. Accounting and Appropriation Data (If Required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14				
A. This change order is issued pursuant to: (Specify Authority) The changes set forth in item 14 are made in the contract/order no. in item 10A.				
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.				
C. This supplemental agreement is entered into pursuant to authority of:				
X D. Other (Specify type of modification and authority) 27 DCMR, Chapter 36, Section 3601.2 C - Option				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) The contract is hereby modified as follows: 1. Exercise the option to extend the contract for the period June 1, 2007 through May 31, 2008 in accordance with Section F.2.2. The price for this contract option is \$14,602,564.00. 2. Incorporate the Department of Labor Wage Determination No. 2005-2103, Revision No. 2, dated 11/07/2006. 3. New clause H.12 WAY TO WORK AMENDMENT is added to incorporate the LIVING WAGE ACT OF 2006.				
Except as provided herein, all terms and conditions of the document referenced in item (9A or 10A) remain unchanged and in full force and effect				
15A. Name and Title of Signer (Type or print) ELLIOTT GIBSON VICE PRESIDENT		18A. Name of Contracting Officer William Sharp		
15B. Name of Contractor Elliott Gibson		15C. Date Signed 5-10-07		16C. Date Sig 26 MAY 07
(Signature of person authorized to sign)		(Signature of Contracting Officer)		

Recap of POFA-2005-D-0003

Base Term	6/1/02 - 5/31/07	\$30,305,210
Mod 001	Replace Clause	\$-0-
Mod 002	Contract Reduction	-\$ 1,100,083
Mod 003	Add Clause	\$-0-
Mod 004	Exercise Option 6/1/07 - 5/31/08	+\$14,602,564

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Total \$43,807,691

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Mod 005 Perimeter + 350,000  
44,157,691  
\$ 44,157,691.

\*\*\*\*\* THIS WAGE DETERMINATION WAS REPLACED 06/05/2007 \*\*\*\*\*  
 05-2103 DC, DISTRICT-WIDE

WAGE DETERMINATION NO: 05-2103 REV (02) AREA: DC, DISTRICT-WIDE

HEALTH AND WELFARE LEVEL - INSURANCE ONLY \*\*OTHER WELFARE LEVEL WD:05-2104

\*\*\*\*\*

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
-------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------

William W. Gross Director	Division of Wage Determinations	Wage Determination No.: 2005-2103 Revision No.: 2 Date Of Revision: 11/07/2006
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Covered States: District of Columbia, Maryland, Virginia

Covered Areas: 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	MINIMUM WAGE RATE
1000 Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	13.79
01012 - Accounting Clerk II	15.49
01013 - Accounting Clerk III	17.32
01020 - Administrative Assistant	21.45
01040 - Court Reporter	17.49
01051 - Data Entry Operator I	12.67
01052 - Data Entry Operator II	13.82
01060 - Dispatcher, Motor Vehicle	16.50
01070 - Document Preparation Clerk	12.75
01090 - Duplicating Machine Operator	12.75
01111 - General Clerk I	13.72
01112 - General Clerk II	15.32
01113 - General Clerk III	18.74
01120 - Housing Referral Assistant	20.84
01141 - Messenger Courier	10.23
01191 - Order Clerk I	14.74
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	15.45
01262 - Personnel Assistant (Employment) II	17.49
01263 - Personnel Assistant (Employment) III	20.84
01270 - Production Control Clerk	20.78
01280 - Receptionist	12.29
01290 - Rental Clerk	15.45
01300 - Scheduler, Maintenance	15.45
01311 - Secretary I	16.11
01312 - Secretary II	17.61
01313 - Secretary III	20.84
01320 - Service Order Dispatcher	15.82
01410 - Supply Technician	21.45
01420 - Survey Worker	17.49
01531 - Travel Clerk I	11.69

01532 - Travel Clerk II	12.57
01533 - Travel Clerk III	13.50
01611 - Word Processor I	13.76
01612 - Word Processor II	15.45
01613 - Word Processor III	17.49
3500 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	24.49
05010 - Automotive Electrician	19.43
05040 - Automotive Glass Installer	18.31
05070 - Automotive Worker	18.31
05110 - Mobile Equipment Servicer	15.74
05130 - Motor Equipment Metal Mechanic	20.48
05160 - Motor Equipment Metal Worker	18.31
05190 - Motor Vehicle Mechanic	20.48
05220 - Motor Vehicle Mechanic Helper	16.81
05250 - Motor Vehicle Upholstery Worker	17.88
05280 - Motor Vehicle Wrecker	18.31
05310 - Painter, Automotive	19.43
05340 - Radiator Repair Specialist	18.31
05370 - Tire Repairer	14.43
05400 - Transmission Repair Specialist	20.48
7000 - Food Preparation And Service Occupations	
07010 - Baker	13.18
07041 - Cook I	11.88
07042 - Cook II	13.18
07070 - Dishwasher	9.76
07130 - Food Service Worker	10.25
07210 - Meat Cutter	16.07
07260 - Waiter/Waitress	8.59
9000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.05
09040 - Furniture Handler	12.55
09090 - Furniture Refinisher	18.05
09090 - Furniture Refinisher Helper	13.85
09110 - Furniture Repairer, Minor	16.01
09130 - Upholsterer	18.05
1000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.67
11060 - Elevator Operator	9.79
11090 - Gardener	15.70
11122 - Housekeeping Aide	10.89
11150 - Janitor	10.89
11210 - Laborer, Grounds Maintenance	11.81
11240 - Maid or Houseman	10.41
11260 - Pruner	10.89
11270 - Tractor Operator	14.19
11330 - Trail Maintenance Worker	11.81
11360 - Window Cleaner	11.31
2000 - Health Occupations	
12010 - Ambulance Driver	16.06
12011 - Breath Alcohol Technician	16.06
12012 - Certified Occupational Therapist Assistant	19.99
12015 - Certified Physical Therapist Assistant	19.99
12020 - Dental Assistant	16.90
12025 - Dental Hygienist	40.68
12030 - EKG Technician	24.34
12035 - Electroneurodiagnostic Technologist	24.34
12040 - Emergency Medical Technician	16.06
12071 - Licensed Practical Nurse I	17.15
12072 - Licensed Practical Nurse II	19.18
12073 - Licensed Practical Nurse III	21.38
12100 - Medical Assistant	14.23
12130 - Medical Laboratory Technician	16.96
12160 - Medical Record Clerk	14.96

12190	- Medical Record Technician	16.47
12195	- Medical Transcriptionist	14.96
12210	- Nuclear Medicine Technologist	28.69
12221	- Nursing Assistant I	9.37
12222	- Nursing Assistant II	10.53
12223	- Nursing Assistant III	12.18
12234	- Nursing Assistant IV	13.68
12235	- Optical Dispenser	15.15
12236	- Optical Technician	13.10
12250	- Pharmacy Technician	14.32
12280	- Phlebotomist	13.68
12305	- Radiologic Technologist	27.61
12311	- Registered Nurse I	24.92
12312	- Registered Nurse II	31.22
12313	- Registered Nurse II, Specialist	31.22
12314	- Registered Nurse III	37.77
12315	- Registered Nurse III, Anesthetist	37.77
12316	- Registered Nurse IV	45.28
12317	- Scheduler (Drug and Alcohol Testing)	17.57
3000	- Information And Arts Occupations	
13011	- Exhibits Specialist I	17.98
13012	- Exhibits Specialist II	23.33
13013	- Exhibits Specialist III	28.07
13041	- Illustrator I	18.73
13042	- Illustrator II	23.42
13043	- Illustrator III	28.82
13047	- Librarian	24.54
13050	- Library Aide/Clerk	11.38
13054	- Library Information Technology Systems Administrator	22.15
13058	- Library Technician	17.88
13061	- Media Specialist I	15.99
13062	- Media Specialist II	17.88
13063	- Media Specialist III	19.94
13071	- Photographer I	14.67
13072	- Photographer II	17.18
13073	- Photographer III	21.52
13074	- Photographer IV	26.05
13075	- Photographer V	29.15
13110	- Video Teleconference Technician	15.99
14000	- Information Technology Occupations	
14041	- Computer Operator I	15.45
14042	- Computer Operator II	17.49
14043	- Computer Operator III	19.50
14044	- Computer Operator IV	21.67
14045	- Computer Operator V	24.00
14071	- Computer Programmer I (1)	21.60
14072	- Computer Programmer II (1)	25.66
14073	- Computer Programmer III (1)	27.62
14074	- Computer Programmer IV (1)	27.62
14101	- Computer Systems Analyst I (1)	27.62
14102	- Computer Systems Analyst II (1)	27.62
14103	- Computer Systems Analyst III (1)	27.62
14150	- Peripheral Equipment Operator	15.45
14160	- Personal Computer Support Technician	21.67
15000	- Instructional Occupations	
15010	- Aircrew Training Devices Instructor (Non-Rated)	34.39
15020	- Aircrew Training Devices Instructor (Rated)	40.64
15030	- Air Crew Training Devices Instructor (Pilot)	46.05
15050	- Computer Based Training Specialist / Instructor	31.26
15060	- Educational Technologist	27.99
15080	- Flight Instructor (Pilot)	46.05
15080	- Graphic Artist	23.02
15090	- Technical Instructor	21.70
15095	- Technical Instructor/Course Developer	26.54

15110 - Test Proctor	17.31
15120 - Tutor	17.31
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.71
16030 - Counter Attendant	8.71
16040 - Dry Cleaner	11.10
16070 - Finisher, Flatwork, Machine	8.71
16090 - Presser, Hand	8.71
16110 - Presser, Machine, Drycleaning	8.71
16130 - Presser, Machine, Shirts	8.71
16160 - Presser, Machine, Wearing Apparel, Laundry	8.71
16190 - Sewing Machine Operator	11.90
16220 - Tailor	12.63
16250 - Washer, Machine	9.44
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.95
19040 - Tool And Die Maker	23.05
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.25
21030 - Material Coordinator	20.54
21040 - Material Expediter	20.54
21050 - Material Handling Laborer	12.65
21071 - Order Filler	13.21
21080 - Production Line Worker (Food Processing)	16.25
21110 - Shipping Packer	14.46
21130 - Shipping/Receiving Clerk	14.46
21140 - Store Worker I	9.96
21150 - Stock Clerk	14.35
21210 - Tools And Parts Attendant	16.99
21410 - Warehouse Specialist	16.25
3000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.35
23021 - Aircraft Mechanic I	22.24
23022 - Aircraft Mechanic II	23.35
23023 - Aircraft Mechanic III	24.52
23040 - Aircraft Mechanic Helper	15.10
23050 - Aircraft, Painter	21.29
23060 - Aircraft Servicer	17.82
23080 - Aircraft Worker	18.09
23110 - Appliance Mechanic	20.60
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	24.77
23130 - Carpenter, Maintenance	20.36
23140 - Carpet Layer	18.70
23160 - Electrician, Maintenance	24.85
23181 - Electronics Technician Maintenance I	21.36
23182 - Electronics Technician Maintenance II	22.80
23183 - Electronics Technician Maintenance III	24.02
23260 - Fabric Worker	17.90
23290 - Fire Alarm System Mechanic	21.46
23310 - Fire Extinguisher Repairer	16.50
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	19.01
23380 - Ground Support Equipment Mechanic	22.24
23381 - Ground Support Equipment Servicer	17.82
23382 - Ground Support Equipment Worker	18.09
23391 - Gunsmith I	16.50
23392 - Gunsmith II	19.18
23393 - Gunsmith III	21.46
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.99
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	21.46

23440 - Heavy Equipment Operator	21.46
23460 - Instrument Mechanic	21.46
23465 - Laboratory/Shelter Mechanic	20.36
23470 - Laborer	14.27
23510 - Locksmith	19.17
23530 - Machinery Maintenance Mechanic	21.46
23530 - Machinist, Maintenance	21.52
23580 - Maintenance Trades Helper	15.10
23591 - Metrology Technician I	21.46
23592 - Metrology Technician II	22.61
23593 - Metrology Technician III	23.72
23640 - Millwright	23.30
23710 - Office Appliance Repairer	20.36
23760 - Painter, Maintenance	20.36
23790 - Pipefitter, Maintenance	22.76
23810 - Plumber, Maintenance	20.99
23820 - Pneudraulic Systems Mechanic	21.46
23850 - Rigger	21.46
23870 - Scale Mechanic	19.18
23890 - Sheet-Metal Worker, Maintenance	21.46
23910 - Small Engine Mechanic	20.05
23931 - Telecommunications Mechanic I	24.43
23932 - Telecommunications Mechanic II	25.75
23950 - Telephone Lineman	22.21
23960 - Welder, Combination, Maintenance	21.46
23965 - Well Driller	21.46
23970 - Woodcraft Worker	21.46
23980 - Woodworker	16.50
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.58
24580 - Child Care Center Clerk	16.15
24610 - Chore Aide	9.58
24630 - Family Readiness And Support Services Coordinator	12.95
24650 - Homemaker	16.75
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.06
25040 - Sewage Plant Operator	20.08
25070 - Stationary Engineer	24.06
25190 - Ventilation Equipment Tender	16.76
25210 - Water Treatment Plant-Operator	20.08
7000 - Protective Service Occupations	
27004 - Alarm Monitor	17.19
27007 - Baggage Inspector	11.51
27008 - Corrections Officer	18.75
27010 - Court Security Officer	21.42
27030 - Detection Dog Handler	16.67
27040 - Detention Officer	18.75
27070 - Firefighter	21.58
27101 - Guard I	11.51
27102 - Guard II	16.67
27131 - Police Officer I	23.94
27132 - Police Officer II	26.60
8000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.35
28042 - Carnival Equipment Repairer	13.30
28043 - Carnival Equipment Worker	8.40
28210 - Gate Attendant/Gate Tender	12.68
28310 - Lifeguard	11.29
28350 - Park Attendant (Aide)	14.18
28390 - Recreation Aide/Health Facility Attendant	10.35
28430 - Recreation Specialist	17.57
28630 - Sports Official	11.29
28690 - Swimming Pool Operator	15.32
9000 - Stevedoring/Longshoremen Occupational Services	

29010 - Blocker And Bracer	20.55
29020 - Hatch Tender	20.55
29030 - Line Handler	20.55
29041 - Stevedore I	19.18
29042 - Stevedore II	21.64
30000 - Technical Occupations	
10 - Air Traffic Control Specialist, Center (HFO) (2)	33.82
30011 - Air Traffic Control Specialist, Station (HFO) (2)	23.32
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	25.68
30021 - Archeological Technician I	16.92
30022 - Archeological Technician II	18.85
30023 - Archeological Technician III	23.53
30030 - Cartographic Technician	24.62
30040 - Civil Engineering Technician	22.19
30061 - Drafter/CAD Operator I	17.77
30062 - Drafter/CAD Operator II	19.87
30063 - Drafter/CAD Operator III	22.15
30064 - Drafter/CAD Operator IV	25.66
30081 - Engineering Technician I	18.80
30082 - Engineering Technician II	21.11
30083 - Engineering Technician III	23.61
30084 - Engineering Technician IV	29.26
30085 - Engineering Technician V	35.26
30086 - Engineering Technician VI	43.30
30090 - Environmental Technician	21.22
30210 - Laboratory Technician	20.42
30240 - Mathematical Technician	24.62
30361 - Paralegal/Legal Assistant I	20.03
30362 - Paralegal/Legal Assistant II	24.82
30363 - Paralegal/Legal Assistant III	30.35
30364 - Paralegal/Legal Assistant IV	36.73
30390 - Photo-Optics Technician	24.62
30391 - Technical Writer I	20.25
30392 - Technical Writer II	24.77
30463 - Technical Writer III	29.97
30491 - Unexploded Ordnance (UXO) Technician I	21.49
30492 - Unexploded Ordnance (UXO) Technician II	26.00
30493 - Unexploded Ordnance (UXO) Technician III	31.17
30494 - Unexploded (UXO) Safety Escort	21.49
30495 - Unexploded (UXO) Sweep Personnel	21.49
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	20.13
30621 - Weather Observer, Senior (3)	21.80
1000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.90
31030 - Bus Driver	15.95
31043 - Driver Courier	12.71
31260 - Parking and Lot Attendant	8.67
31290 - Shuttle Bus Driver	13.89
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	13.89
31362 - Truckdriver, Medium	17.09
31363 - Truckdriver, Heavy	18.40
31364 - Truckdriver, Tractor-Trailer	18.40
9000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	9.78
99095 - Embalmer	21.77
99251 - Laboratory Animal Caretaker I	10.47
99252 - Laboratory Animal Caretaker II	10.85
99300 - Mortician	27.25
99300 - Pest Controller	13.74
99510 - Photofinishing Worker	11.29
99710 - Recycling Laborer	14.50
99711 - Recycling Specialist	17.02

99730 - Refuse Collector	12.86
99810 - Sales Clerk	11.13
99820 - School Crossing Guard	11.37
99830 - Survey Party Chief	19.16
99831 - Surveying Aide	11.91
32 - Surveying Technician	18.21
99840 - Vending Machine Attendant	11.46
99841 - Vending Machine Repairer	14.88
99842 - Vending Machine Repairer Helper	11.46

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.01 per hour or \$120.40 per week or \$521.73 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: 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 PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

) 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 employee (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 link 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 444 (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) and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order (proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), 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 let one line 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.

## **H.12 WAY TO WORK AMENDMENT ACT OF 2006**

**H.12.1** Except as described in H.12. 8 below, the Contractor shall comply with Title I of the "Way to Work Amendment Act of 2006", D.C. Law 16-118, effective June 9, 2006, for contracts for services in the amount of \$100,000 or more in any 12-month period.

**H.12.2** The Contractor shall pay its employees and subcontractors who perform services under this contract no less than the current living wage published on OCP's website at <http://www.ocp.dc.gov>.

**H.12.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

**H.12.4** The Department of Employment Services ("DOES") shall adjust the living wage annually and the OCP will publish the living wage rate on its website at <http://www.ocp.dc.gov>.

**H.12.5** The Contractor shall provide a copy of the fact sheet attached to each employee and subcontractor who performs services under the contract. The Contractor shall post the notice attached in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the notice attached in a conspicuous place in its place of business.

**H.12.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

**H.12.7** The payment of wages required under the Living Wage Act shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

**H.12.8** The requirements of the Living Wage Act do not apply to:

- (1) Contracts or other agreements that are subject to wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services;

provided that the trainees do not replace employees subject to the Living Wage Act;

(6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act;

(7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;

(8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26

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U.S.C. § 501(c)(3);

(9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and

(10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

**H.12.9** The Mayor may exempt a contractor from the requirements of the Living Wage Act, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act.

## DRAFT NOTICE

# “THE LIVING WAGE ACT OF 2006”

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

Effective June 9, 2006, 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 **\$11.75** per hour.

### 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.

Exceptions may apply where contracts or agreements are subject to wage determinations required by federal law which are higher than the wage required by this Act; contracts for electricity, telephone, water, sewer other services delivered by regulated utility; contracts for services needed immediately to prevent or respond to a disaster or eminent 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, provided that the direct care service is not provided through a home care agency, a community residential facility or a group home for mentally retarded persons; 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, provided that other employees are not replaced, 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 concerning these requirements in a conspicuous site in the 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.

This is a summary of the “Living Wage Act of 2006”. For the complete text go to:

[www.does.dc.gov](http://www.does.dc.gov) or [www.ocp.dc.gov](http://www.ocp.dc.gov)

For a complaint contact:

Department of Employment Services

Office of Wage-Hour

64 New York Avenue, N.E., Room 3105, Washington, D.C. 20002

(202) 671-1880

# AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

Contract Number  
POFA-2005-D-0003

Page of Pages  
1 2

2. Amendment/Modification Number Solicitation No. 003	3. Effective Date September 1, 2005	4. Requisition/Purchase Request No.	5. Solicitation Caption
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6. Issued by: OFFICE OF CONTRACTING AND PROCUREMENT Professional Services and Public Safety 441 4 <sup>TH</sup> STREET, NW., SUITE 700 SOUTH WASHINGTON, DC 20001 William Sharp	Code	7. Administered by (If other than line 6) METROPOLITAN POLICE DEPARTMENT Yvette Mathews 300 Indiana Avenue NW Room 4150 Washington, DC 20001
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8. Name and Address of Contractor (No., street, city, county, state and zip code) Hawk One Security, Inc. 3127 Martin Luther King Avenue SE Washington, D. C. 20032  Tax ID: [REDACTED]	9A. Amendment of Solicitation No.
	9B. Dated (See Item 11)
	X 10A. Modification of Contract/Order No. POFA-2005-D-0003, DCPS Security and Related Services
	10B. Dated (See Item 13) June 1, 2005
DUNS Code	TIN

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or fax makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. Accounting and Appropriation Data (If Required)**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14**

- A. This change order is issued pursuant to Clause No. 15, Changes. The changes set forth in Item 14 are made in the contract/order no. in item 10A.
- B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in Item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.
- C. This supplemental agreement is entered into pursuant to authority of: 27 DCMR Section 3601.2
- D. Other (Specify type of modification and authority):

**E. IMPORTANT:** Contractor  is not  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)  
See continuation sheet.

Except as provided herein, all terms and conditions of the document is referenced in Item 9A or 10A remain unchanged and in full force and effect.

15A. Name and Title of Signer (Type or print)		16A. Name of Contracting Officer William E. Sharp	
Name of Contractor (Signature)	15C. Date Signed	16B. District of Columbia (Signature of Contracting Officer)	16C. Date Signed 23 Sept 05

1. The following two sentences are added to Section C.3.3: "The contractor shall report all suspensions of contract employees to the COTR. The contractor shall report all misconduct allegations against contract employees to the COTR, whether resulting in discipline or not, that involve a student or DCPS employee."
2. The following sentence is added to Section C.3.20: "The contractor shall report the number of employees randomly drug tested on a quarterly basis and the results of those tests to the COTR."

<b>AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT</b>	1. Contract Number POFA-2005-D-0003	Page of Pages 1 / 17
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2. Amendment/Modification Number Modification No. 002	3. Effective Date June 30, 2005	4. Requisition/Purchase Request No.	5. Solicitation Caption
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Issued by: <span style="float:right">Code</span> <b>OFFICE OF CONTRACTING AND PROCUREMENT</b> Professional Services and Public Safety 441 4 <sup>TH</sup> STREET, NW., SUITE 700 SOUTH WASHINGTON, DC 20001 William Sharp	7. Administered by (If other than line 6) <b>METROPOLITAN POLICE DEPARTMENT</b> Yvette Mathews 300 Indiana Avenue NW Room 4150 Washington, DC 20001
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8. Name and Address of Contractor (No., street, city, county, state and zip code) Hawk One Security, Inc. 3127 Martin Luther King Avenue SE Washington, D. C. 20032  Tax ID: <span style="background-color: black; color: black;">XXXXXXXXXX</span>  <div style="font-size: 2em; font-weight: bold; margin-left: 20px;">R(1)(b)</div>	9A. Amendment of Solicitation No.  9B. Dated (See Item 11)  10A. Modification of Contract/Order No. POFA-2005-D-0003, DCPS Security and Related Services X  10B. Dated (See Item 13) June 1, 2005
DUNS Code: <span style="border: 1px solid black; display: inline-block; width: 50px; height: 15px;"></span>	TIN: <span style="border: 1px solid black; display: inline-block; width: 50px; height: 15px;"></span>

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or fax makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. Accounting and Appropriation Data (If Required)**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14**

X	A. This change order is issued pursuant to Clause No.15, Changes. The changes set forth in Item 14 are made in the contract/order no. in Item 10A.
	B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.
	C. This supplemental agreement is entered into pursuant to authority of: 27 DCMR Section 3601.2
	D. Other (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

**14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)**

1. This modification reduces the number of hours, as indicated in Section B of this contract, by eliminating the hours for and deleting CLINS 0007, 0008, 0107, 0108, 0207, 0208, 0307 and 0308, for the GANG Unit (CLIN 0007) and S.A.V.E. Teams (CLIN 0008), respectively.
2. Accordingly, the total amount of contract hours is reduced by 30,720 hours in the base period and 15,360 hours each in Option Years 1, 2 and 3. The total reduction in contract hours over the lifetime of the contract is reduced by 76,800 hours.
3. In dollars, the total amount of the contract is reduced by \$1,100,083.20, from: \$30,305,210.12 to: \$29,205,126.92, in the base period and \$550,041.60 per year, from: \$15,152,605.06 to: \$14,602,563.46 in each of Option Years 1, 2 and 3. The total reduction in dollars over the lifetime of the contract is reduced by \$2,750,208.00, from: \$75,763,025.30 to: \$73,012,817.30.
4. All other terms and conditions of the contract remain unchanged.

Except as provided herein, all terms and conditions of the document is referenced in Item 9A or 10A remain unchanged and in full force and effect.

15A. Name and Title of Signer (Type or print)	16A. Name of Contracting Officer William E. Sharp		
15B. Name of Contractor	15C. Date Signed	16B. District of Columbia 	16C. Date Signed 30 Jun 05
(Signature)		(Signature of Contracting Officer)	

Section B

**BASE PERIOD**

**Hawk One**

*Year Round – Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u> Calculated
0001	Project Mgr. (Section C.5) (1)	hr.	59.95	3,840.00	230,208.00
0002	Asst. Project Mgr. (2) (Section C.5)	hr.	55.61	7,680.00	427,084.80
0003	Cluster Supervisor (8)	hr.	38.88	30,720.00	1,194,393.60
0004	Admin. Coordinator (1) (Section C.5)	hr.	38.23	3,840.00	146,803.20
0005	Admin. Assistant (2) (Section C.5)	hr.	28.46	7,680.00	218,572.80
0006	DCPS Admin. <u>Facilities-GI* #</u>	hr.	23.32	19,200.00	447,744.00
0007	Gang Unit (Section C.5)	hr.	35.81	-	-
0008	<u>S.A.V.E. Team</u> Subtotal	hr.	35.81	-	-
			36.52	72,960.00	2,664,806.40

*Year Round – Special Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u> Calculated
0009	DCPS Transportation <u>Facilities-GI* (24 hours/day) #</u>	hr.	23.32	70,080.00	1,634,265.60

POFA-2005-D-0003  
Section B

*School Year – Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u> Calculated
0010A	Education Centers-GI #	hr.	23.32	39,936.00	931,307.52
0010B	Education <u>Centers-GII** #</u>	hr.	28.39	6,144.00	174,428.16
0011	Elementary Schools-GI #	hr.	23.32	316,416.00	7,378,821.12
0012	Special Education (G1)	hr.	23.32	15,360.00	358,195.20
0013A	Middle Schools-GI* #	hr.	23.32	95,232.00	2,220,810.24
0013B	Middle Schools-GII** #	hr.	28.39	9,216.00	261,642.24
0014A	Junior High Schools-GI #	hr.	23.32	70,656.00	1,647,697.92
0014B	Junior High Schools-GII #	hr.	28.39	12,288.00	348,856.32
0015A	Senior High Schools-GI #	hr.	23.32	276,480.00	6,447,513.60
0015B	Senior High Schools-GII #	hr.	28.39	64,512.00	1,831,495.68
0016	STAY-GI#	hr.	23.32	12,288.00	286,556.16
0017	<u>Alternative Schools-GI</u> Subtotal	hr.	<u>23.32</u> 23.82	<u>15,360.00</u> 933,888.00	<u>358,195.20</u> 22,245,519.36

## Section B

*Summer – Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price Calculated</u>
0018A	Education Centers-GI #	hr.	23.32	3,744.00	87,310.08
0018B	Education Centers-GII #	hr.	28.39	624.00	17,715.36
0019	Elementary Schools-GI #	hr.	23.32	32,136.00	749,411.52
0020	Special Education-GI #	hr.	23.32	1,248.00	29,103.36
0021A	Middle Schools-GI	hr.	23.32	8,424.00	196,447.68
0021B	Middle Schools-GII #	hr.	28.39	312.00	8,857.68
0022A	Junior High Schools-GI #	hr.	23.32	4,368.00	101,861.76
0022B	Junior High Schools-GII #	hr.	28.39	1,248.00	35,430.72
0023A	Senior High Schools-GI #	hr.	23.32	1,944.00	45,334.08
0023B	Senior High Schools-GII #	hr.	28.39	972.00	27,595.08
0024	<u>Alternative Schools-GI</u> Subtotal	hr.	<u>23.32</u> 23.61	<u>624.00</u> 55,644.00	<u>14,551.68</u> 1,313,619.00

*Special Activities – Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u> Calculated
0025	Education Centers-GI* #	hr.	23.32	702.00	16,370.64
0026	Elementary Schools-GI #	hr.	23.32	12,052.00	281,052.64
0027	School Board # (GI)	hr.	23.32	1,440.00	33,580.80
0028	Middle Schools-GI #	hr.	23.32	6,280.00	146,449.60
0029	Junior High Schools-GI #	hr.	23.32	4,914.00	114,594.48
0030	Senior High Schools-GI #	hr.	23.32	31,824.00	742,135.68
0031	Alternative Schools-GI	hr.	23.32	546.00	12,732.72
	Subtotal		23.32	57,758.00	1,346,916.56
	Combined Totals		24.54	1,190,330.00	29,205,126.92

*Other Requirements<sup>2</sup>*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u> Calculated
0032	Vehicle Acquisition/Maintenance (Section C.3)	Vehicle	12,320.00	16	394,240.00
0033	Random On-going Drug Testing (25% of employees/year) (Section C.3)	Test	75.00	200	15,000.00
0034	Continuing Professional Training (Section C.9.6)	EE	675.55	400	405,330.00

## Section B

**OPTION YEAR 1**  
**Year Round – Regular Hours**

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
					Calculated
0101	Project Mgr. (Section C.5) (1)	hr.	59.95	1,920.00	115,104.00
0102	Asst. Project Mgr. (2) (Section C.5)	hr.	55.61	3,840.00	213,542.40
0103	Cluster Supervisor (8)	hr.	38.88	15,360.00	597,196.80
0104	Admin. Coordinator (1) (Section C.5)	hr.	38.23	1,920.00	73,401.60
0105	Admin. Assistant (2) (Section C.5)	hr.	28.46	3,840.00	109,286.40
0106	DCPS Admin. <u>Facilities-GI* #</u>	hr.	23.32	9,600.00	223,872.00
0107	Gang Unit (Section C.5)	hr.	35.81	-	-
0108	<u>S.A.V.E. Team</u>	hr.	35.81	-	-
	Subtotal		36.52	36,480.00	1,332,403.20

**Year Round – Special Hours**

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
					Calculated
0109	DCPS Transportation <u>Facilities-GI* (24 hours/day) #</u>	hr.	23.32	35,040.00	817,132.80

*School Year – Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u> Calculated
0110A	Education Centers-GI #	hr.	23.32	19,968	465,653.76
0110B	Education <u>Centers-GII** #</u>	hr.	28.39	3,072	87,214.08
0111	Elementary Schools-GI #	hr.	23.32	158,208	3,689,410.56
0112	Special Education (G1)	hr.	23.32	7,680	179,097.60
0113A	Middle Schools-GI* #	hr.	23.32	47,616	1,110,405.12
0113B	Middle Schools-GII** #	hr.	28.39	4,608	130,821.12
0114A	Junior High Schools-GI #	hr.	23.32	35,328	823,848.96
0114B	Junior High Schools-GII #	hr.	28.39	6,144	174,428.16
0115A	Senior High Schools-GI #	hr.	23.32	138,240	3,223,756.80
0115B	Senior High Schools-GII #	hr.	28.39	32,256	915,747.84
0116	STAY-GI#	hr.	23.32	6,144	143,278.08
0117	<u>Alternative Schools-GI #</u>	hr.	23.32	7,680	179,097.60
	Subtotal		<u>23.82</u>	<u>466,944</u>	<u>11,122,759.68</u>

## Section B

*Summer – Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u> Calculated
0118A	Education Centers-GI #	hr.	23.32	1,872	43,655.04
0118B	Education Centers-GII #	hr.	28.39	312	8,857.68
0119	Elementary Schools-GI #	hr.	23.32	16,068	374,705.76
0120	Special Education-GI #	hr.	23.32	624	14,551.68
0121A	Middle Schools-GI	hr.	23.32	4,212	98,223.84
0121B	Middle Schools-GII #	hr.	28.39	156	4,428.84
0122A	Junior High Schools-GI #	hr.	23.32	2,184	50,930.88
0122B	Junior High Schools-GII #	hr.	28.39	624	17,715.36
0123A	Senior High Schools-GI #	hr.	23.32	972	22,667.04
0123B	Senior High Schools-GII #	hr.	28.39	486	13,797.54
0124	<u>Alternative Schools-GI #</u>	hr.	<u>23.32</u>	<u>312</u>	<u>7,275.84</u>
	Subtotal		23.61	27,822	656,809.50

*Special Activities – Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u> Calculated
0125	Education Centers-GI* #	hr.	23.32	351	8,185.32
0126	Elementary Schools-GI #	hr.	23.32	6,026	140,526.32
0127	School Board # (GI)	hr.	23.32	720	16,790.40
0128	Middle Schools-GI #	hr.	23.32	3,140	73,224.80
0129	Junior High Schools-GI #	hr.	23.32	2,457	57,297.24
0130	Senior High Schools-GI #	hr.	23.32	15,912	371,067.84
0131	Alternative Schools-GI #	hr.	23.32	273	6,366.36
	Subtotal		23.32	28,879	673,458.28
	Combined Totals		24.54	595,165	14,602,563.46

*Other Requirements<sup>2</sup>*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
0132	Vehicle Acquisition/Maintenance (Section C.3)	Vehicle	12,320.00	16	197,120.00
0133	Random On-going Drug Testing (25% of employees/year) (Section C.3)	Test	75.00	100	7,500.00
0134	Continuing Professional Training (Section C.9.6)	EE	675.55	300	202,665.00

## Section B

**OPTION YEAR 2**  
**Year Round – Regular Hours**

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u> Calculated
0201	Project Mgr. (Section C.5) (1)	hr.	59.95	1,920	115,104.00
0202	Asst. Project Mgr. (2) (Section C.5)	hr.	55.61	3,840	213,542.40
0203	Cluster Supervisor (8)	hr.	38.88	15,360	597,196.80
0204	Admin. Coordinator (1) (Section C.5)	hr.	38.23	1,920	73,401.60
0205	Admin. Assistant (2) (Section C.5)	hr.	28.46	3,840	109,286.40
0206	DCPS Admin. <u>Facilities-GI* #</u>	hr.	23.32	9,600	223,872.00
0207	Gang Unit (Section C.5)	hr.	35.81	-	-
0208	<u>S.A.V.E. Team</u> Subtotal	hr.	<u>35.81</u> 36.52	- 36,480	- 1,332,403.20

**Year Round – Special Hours**

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u> Calculated
0209	DCPS Transportation <u>Facilities-GI* (24 hours/day) #</u>	hr.	23.32	35,040	817,132.80

*School Year – Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price Calculated</u>
0210A	Education Centers-GI #	hr.	23.32	19,968	465,653.76
0210B	Education <u>Centers-GII** #</u>	hr.	28.39	3,072	87,214.08
0211	Elementary Schools-GI #	hr.	23.32	158,208	3,689,410.56
0212	Special Education (G1)	hr.	23.32	7,680	179,097.60
0213A	Middle Schools-GI* #	hr.	23.32	47,616	1,110,405.12
0213B	Middle Schools-GII** #	hr.	28.39	4,608	130,821.12
0214A	Junior High Schools-GI #	hr.	23.32	35,328	823,848.96
0214B	Junior High Schools-GII #	hr.	28.39	6,144	174,428.16
0215A	Senior High Schools-GI #	hr.	23.32	138,240	3,223,756.80
0215B	Senior High Schools-GII #	hr.	28.39	32,256	915,747.84
0216	STAY-GI#	hr.	23.32	6,144	143,278.08
0217	<u>Alternative Schools-GI #</u>	hr.	23.32	7,680	179,097.60
	Subtotal		23.82	466,944	11,122,759.68

*Summer – Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u> Calculated
0218A	Education Centers-GI #	hr.	23.32	1,872	43,655.04
0218B	Education Centers-GII #	hr.	28.39	312	8,857.68
0219	Elementary Schools-GI #	hr.	23.32	16,068	374,705.76
0220	Special Education-GI #	hr.	23.32	624	14,551.68
0221A	Middle Schools-GI	hr.	23.32	4,212	98,223.84
0221B	Middle Schools-GII #	hr.	28.39	156	4,428.84
0222A	Junior High Schools-GI #	hr.	23.32	2,184	50,930.88
0222B	Junior High Schools-GII #	hr.	28.39	624	17,715.36
0223A	Senior High Schools-GI #	hr.	23.32	972	22,667.04
0223B	Senior High Schools-GII #	hr.	28.39	486	13,797.54
0224	<u>Alternative Schools-GI #</u>	hr.	23.32	312	7,275.84
	Subtotal:		23.61	27,822	656,809.50

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*Special Activities – Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u> Calculated
0225	Education Centers-GI* #	hr.	23.32	351	8,185.32
0226	Elementary Schools-GI #	hr.	23.32	6,026	140,526.32
0227	School Board # (GI)	hr.	23.32	720	16,790.40
0228	Middle Schools-GI #	hr.	23.32	3,140	73,224.80
0229	Junior High Schools-GI #	hr.	23.32	2,457	57,297.24
0230	Senior High Schools-GI #	hr.	23.32	15,912	371,067.84
0231	Alternative Schools-GI #	hr.	23.32	273	6,366.36
	Subtotal		23.32	28,879	673,458.28
	Combined Totals		24.54	595,165	14,602,563.46

*Other Requirements<sup>2</sup>*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u> Calculated
0232	Vehicle Acquisition/Maintenance (Section C.3)	Vehicle	12,320.00	16	197,120.00
0233	Random On-going Drug Testing (25% of employees/year) (Section C.3)	Test	75.00	100	7,500.00
0234	Continuing Professional Training (Section C.9.6)	EE	675.55	300	202,665.00

Section B

**OPTION YEAR 3**  
*Year Round – Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u> Calculated
0301	Project Mgr. (Section C.5) (1)	hr.	59.95	1,920	115,104.00
0303	Asst. Project Mgr. (2) (Section C.5)	hr.	55.61	3,840	213,542.40
0303	Cluster Supervisor (8)	hr.	38.88	15,360	597,196.80
0304	Admin. Coordinator (1) (Section C.5)	hr.	38.23	1,920	73,401.60
0305	Admin. Assistant (2) (Section C.5)	hr.	28.46	3,840	109,286.40
0306	DCPS Admin. Facilities-GI* #	hr.	23.32	9,600	223,872.00
0307	Gang Unit (Section C.5)	hr.	35.81	-	-
0308	<u>S.A.V.E. Team</u> Subtotal	hr.	<u>35.81</u> 36.52	- 36,480	- 1,332,403.20

*Year Round – Special Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u> Calculated
0309	DCPS Transportation <u>Facilities-GI* (24 hours/day) #</u>	hr.	23.32	35,040	817,132.80

## Section B

*School Year – Regular Hours*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u>
					Calculated
0310A	Education Centers-GI #	hr.	23.32	19,968	465,653.76
0310B	Education <u>Centers-GII** #</u>	hr.	28.39	3,072	87,214.08
0311	Elementary Schools-GI #	hr.	23.32	158,208	3,689,410.56
0312	Special Education (G1)	hr.	23.32	7,680	179,097.60
0313A	Middle Schools-GI* #	hr.	23.32	47,616	1,110,405.12
0313B	Middle Schools-GII** #	hr.	28.39	4,608	130,821.12
0314A	Junior High Schools-GI #	hr.	23.32	35,328	823,848.96
0314B	Junior High Schools-GII #	hr.	28.39	6,144	174,428.16
0315A	Senior High Schools-GI #	hr.	23.32	138,240	3,223,756.80
0315B	Senior High Schools-GII #	hr.	28.39	32,256	915,747.84
0316	STAY-GI#	hr.	23.32	6,144	143,278.08
0317	<u>Alternative Schools-GI #</u>	hr.	23.32	7,680	179,097.60
	Subtotal		23.82	466,944	11,122,759.68

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*Summer – Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price Calculated</u>
0318A	Education Centers-GI #	hr.	23.32	1,872	43,655.04
0318B	Education Centers-GII #	hr.	28.39	312	8,857.68
0319	Elementary Schools-GI #	hr.	23.32	16,068	374,705.76
0320	Special Education-GI #	hr.	23.32	624	14,551.68
0321A	Middle Schools-GI	hr.	23.32	4,212	98,223.84
0321B	Middle Schools-GII #	hr.	28.39	156	4,428.84
0322A	Junior High Schools-GI #	hr.	23.32	2,184	50,930.88
0322B	Junior High Schools-GII #	hr.	28.39	624	17,715.36
0323A	Senior High Schools-GI #	hr.	23.32	972	22,667.04
0323B	Senior High Schools-GII #	hr.	28.39	486	13,797.54
0324	<u>Alternative Schools-GI #</u> Subtotal	hr.	<u>23.32</u> 23.61	<u>312</u> 27,822	<u>7,275.84</u> 656,809.50

*Special Activities -- Variable Hours (See J.1)*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u> Calculated
0325	Education Centers-GI* #	hr.	23.32	351	8,185.32
0326	Elementary Schools-GI #	hr.	23.32	6,026	140,526.32
0327	School Board # (GI)	hr.	23.32	720	16,790.40
0328	Middle Schools-GI #	hr.	23.32	3,140	73,224.80
0329	Junior High Schools-GI #	hr.	23.32	2,457	57,297.24
0330	Senior High Schools-GI #	hr.	23.32	15,912	371,067.84
0331	Alternative Schools-GI #	hr.	23.32	273	6,366.36
	Subtotal		23.32	28,879	673,458.28
	Combined Totals		24.54	595,165	14,602,563.46
	Lifetime Totals:		24.54	2,975,825	73,012,817.30

*Other Requirements<sup>2</sup>*

<u>CLIN</u>	<u>Description</u>	<u>Unit</u>	<u>Price Per Unit</u>	<u>Estimated Quantity</u>	<u>Not To Exceed Total Price</u> Calculated
0332	Vehicle Acquisition/Maintenance (Section C.3)	Vehicle	12,320.00	16	197,120.00
0333	Random On-going Drug Testing (25% of employees/year) (Section C.3)	Test	75.00	100	7,500.00
0334	Continuing Professional Training (Section C.9.6)	EE	675.55	300	202,665.00

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. Contract Number POFA-2005-D-0003	Page of Pages 1 2	
Amendment/Modification Number Modification No. 001	3. Effective Date 27-Jun-05	4. Requisition/Purchase Request No.	5. Solicitation Caption	
6. Issued By: OFFICE OF CONTRACTING AND PROCUREMENT Professional Services and Public Safety 441 4TH STREET NW., SUITE 700 SOUTH WASHINGTON, DC 20001 William Sharp		7. Administered By (If other than line 6): METROPOLITAN POLICE DEPARTMENT Yvette Matthews 300 Indiana Avenue, N.W. Room 4150 Washington, DC 20001		
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code) Hawk One Security, Inc. 3127 Martin Luther King Avenue, SE Washington, DC 20032		9A. Amendment of Solicitation No.		
Tax ID: <b>R(2)(6)</b>		9B. Dated (See Item 11)		
Code		10A. Modification of Contract/Order No. POFA-2005-D-0003, DCPS Security and Related Services		
Facility		10B. Dated (See Item 13) 1-Jun-05		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. Accounting and Appropriation Data (If Required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS; IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14				
A. This change order is issued pursuant to: Standard Contract Provision 15: CHANGES The changes set forth in Item 14 are made in the contract/order no. in item 10A.				
X B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in Item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.				
C. This supplemental agreement is entered into pursuant to authority of:				
D. Other (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)				
Delete Sections I.10 and I.11.1 and replace with attached new Sections I.10 and I.11.1. see continuation sheet				
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect				
15A. Name and Title of Signer (Type or print)		16A. Name of Contracting Officer William Sharp, Acting Commodity Manager		
15B. Name of Contractor		15C. Date Signed		16B. District of Columbia
(Signature of person authorized to sign)		(Signature of Contracting Officer)		16C. Date Signed 27 Jun 05

**I.10 INDEMNIFICATION**

In addition to the obligations under the indemnification clause in the "Standard Contract Provisions," the Contractor shall indemnify and hold harmless the Government of the District of Columbia, the District of Columbia Board of Education, the Metropolitan Police Department (MPD) and District of Columbia Public Schools (DCPS) and all its (their) officers, agents and employees acting within the scope of their official duties against any and all assessments, fines or monetary penalties that may be imposed on the District of Columbia or the District of Columbia Board of Education by order or judgment of any court of competent jurisdiction, or required pursuant to the terms of a consent order or consent decree or consent agreement, as a consequence or result of any act, omission or default or product and completed operation of the Contractor, its employees, agents or subcontractors in the performance of, or in connection with, any work required or performed under this contract.

**I.11.1** All insurance provided by the contractor, as required by this section, except comprehensive automobile liability insurance, shall set forth the District of Columbia and the District of Columbia Board of Education as additional named insured. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance and Securities Regulation with a certificate of insurance to be delivered to the District's Contracting Officer within ten (10) days of contract award. The policies of insurance shall provide for at least thirty (30) days written notice to the District prior to their termination or material alteration.