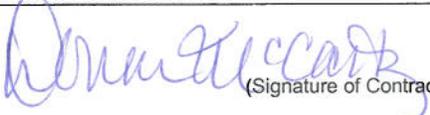


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract Number		Page of Pages	
						1	2
2. Amendment/Modification Number		3. Effective Date		4. Requisition/Purchase Request No.		5. Solicitation Caption	
DCAM-2009-B-0003/A0003		February 25, 2009				Citywide Security Services	
6. Issued by:			Code	07YH		7. Administered by (If other than line 6)	
The Office of Contracting and Procurement 441 4 th Street, NW Suite 700 South Washington, DC 20001 (202) 727-0252							
8. Name and Address of Contractor (No. street, city, county, state and zip code)				X	9A. Amendment of Solicitation DCAM-2009-B-0003		
					9B. Dated (See Item 11) January 30, 2009		
					10A. Modification of Contractor/Order No.		
					10B. Dated (See Item 13)		
Code		Facility					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" 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 _____ copy 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 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 CONTRACTORS/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) and 3603.4.							
C. This supplemental agreement is entered into pursuant to authority of:							
D. Other (Specify type of modification and authority): pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2							
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return <u> 1 </u> copy to the issuing office.							
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)							
A. Solicitation DCAM-2009-B-0003 is hereby amended as follows:							
1. Delete page one and insert the revised page 1 (Attachment A). The section is revised to change the name of the contact person for the solicitation and the date and time for submission of bids							
2. Delete from Section B "Supplies or Service and Price" delete pages 2 through 9 and insert the revised pages 2 through 9 (Attachment B). Sections B.3, B.4 and B.5 are revised.							
3. Delete page 10 and 11 of Section C and insert the revised page 10 (Attachment C). The revisions were made to the Applicable Documents section to include the Children and Youth Safety Act Provision.							
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			
				Donna T. McCarthy, CPPB, CPPO, CPM, PHD Contracting Officer			
15B. Name of Contractor		15C. Date Signed		16B. District of Columbia		16C. Date Signed	
(Signature)				 (Signature of Contracting Officer)		2/25/09	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number		2. Page of Pages	
					1	2
2. Amendment/Modification Number	3. Effective Date	4. Requisition/Purchase Request No		5. Solicitation Caption		
DCAM-2009-B-0003/A003	February 25, 2009			Citywide Security Services		

4. Delete pages 47-51 and insert the attached Sections H.16.1 through H.16.20 after Section H.15 through H.15.2 on page 47 of the solicitation to include the Children and Youth Safety Act requirements (Attachment D).
5. Delete page 59, Section J and insert the revised page 59, Section J (Attachment E).
6. Insert attachment J.1.6, Collective Bargaining Agreement for Security Guards (Attachment F).
7. Page 66, Section L.17 Key Personnel, delete Sections L.17.1 through L.17.2 and insert the following:

“L.17.1 The District considers the following positions to be key personnel for this contract: Security Guard (Unarmed), Commissioned Special Police Officer (Unarmed), Commission Special Police Officer (Armed), Relief Guards (Armed). These positions are considered post positions.

“L.17.2 The District considers non-post key positions to include any management or supervisory position key personnel that will have day to day involvement under the contract. Bidders shall provide resumes for all non-post key personnel including the hours that each will provide under the proposed contract. The information shall be submitted along with the Bid on March 20, 2009 at 10:00 a.m. in total and broken down by task.
8. Delete pages 67-71 and insert the revised Section M of the Solicitation, pages 71-76 (Attachment G). Preferences have been inserted for 35% subcontracting requirement.

ATTACHMENT A

SOLICITATION, OFFER, AND AWARD		1. Caption		Page of Pages	
		Security Services		1	71
2. Contract Number	3. Solicitation Number	4. Type of Solicitation	5. Date Issued	6. Type of Market	
	DCAM-2009-B-0003	<input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency	1/30/2009	<input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside	
7. Issued By: Office of Contracting and Procurement Group IX 441 4th Street, NW Suite 700 South Washington, D.C. 20001			8. Address Offer to: Office of Contracting and Procurement Bid Counter 441 4th Street, N.W., 703 South Washington, D.C. 20001		

NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 441 4th Street, N.W., 703 South until 10:00 a.m. local time 20-Mar-09
(Hour) (Date)

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

10. For Information Contact	A. Name	B. Telephone		C. E-mail Address
	Yvette Henry	202	724-4792 (Ext)	yvette.henry@dc.gov

11. Table of Contents

(X)	Section	Description	Page No.	(X)	Section	Description	Page No.
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	47
X	B	Supplies or Services and Price/Cost	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Specifications/Work Statement	10	X	J	List of Attachments	55
x	D	Packaging and Marking	26	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	Inspection and Acceptance	27	X	K	Representations, certifications and other statements of offerors	56
X	F	Deliveries or Performance	28				
X	G	Contract Administration Data	31	X	L	Instructions, conditions & notices to offerors	59
X	H	Special Contract Requirements	36	X	M	Evaluation factors for award	67

OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 60 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 herein.

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):	Amendment Number	Date	Amendment Number	Date

15A. Name and Address of Offeror		16. Name and Title of Person Authorized to Sign Offer/Contract	
(Area Code)	(Number)	(Ext)	15 C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>
			17. Signature
			18. Offer Date

AWARD (TO BE COMPLETED BY GOVERNMENT)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation
22. Name of Contracting Officer (Type or Print) Gena Johnson		23. Signature of Contracting Officer (District of Columbia)
		24. Award Date

ATTACHMENT B

**SECTION B
SUPPLIES OR SERVICES AND PRICE**

B.1 INTRODUCTION

The Government of the District of Columbia, Office of Contracting and Procurement (OCP), on behalf of the Office of Property Management (OPM) (the District) is seeking a highly skilled and technically proficient security contractor to provide security services and qualified personnel to protect persons and property at various District leased or owned facilities.

B.2 CONTRACT TYPE

The District contemplates award of multiple requirements type contracts with labor hours and with a fixed price for the transition services during the base period of performance only.

B.3 REQUIREMENTS

The District will purchase its requirements of the articles or services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. 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 its obligation to fill all such orders.

- a. Delivery or performance shall be made only as authorized in accordance with the Ordering Clause G.10. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.
- b. There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c. Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the contractor shall not be required to make any deliveries under this contract after contract period of performance.

B.4 PRICE SCHEDULE

The hourly rates bid must be inclusive of any and all managerial, supervisory, direct and indirect costs and profit related to the contract.

B.4.1 Base Year

Contract Line Item Number (CLIN)	Description	Estimated Quantity	Unit	Unit Price	Total Price
Security Guard Service – Sector I (Aggregate Award Group 1)					
0001	Security Guard (Guard I)	166,671	Hour	\$ _____	\$ _____
0002	Commissioned Special Police Officer – Unarmed (Guard II)	111,414	Hour	\$ _____	\$ _____
0003	Commissioned Special Police Officer – Armed (Guard III)	107,450	Hour	\$ _____	\$ _____
0004	Transition Services (30 Days)	1	Job	\$ _____	\$ _____
Base Year Total Sector 1 (Aggregate Award Group 1)					\$ _____
Security Guard Service – Sector II (Aggregate Award Group 2)					
0005	Security Guard, (Guard I)	59,577	Hour	\$ _____	\$ _____
0006	Commissioned Special Police Officer – Unarmed (Guard II)	75,690	Hour	\$ _____	\$ _____
0007	Commissioned Special Police Officer – Armed (Guard III)	15,826	Hour	\$ _____	\$ _____
0009	Transition Services (30 Days)	1	Job		
Base Year Total Sector II (Aggregate Award Group 2)					\$ _____
Security Guard Service – Sector III (Aggregate Award Group 3)					
0010	Security Guard, (Guard I)	101,957	Hour	\$ _____	\$ _____
0011	Commissioned Special Police Officer – Unarmed (Guard II)	103,666	Hour	\$ _____	\$ _____
0012	Commissioned Special	29,424	Hour	\$ _____	\$ _____

DCAM-2009-B-0003
Security Services

	Police Officer – Armed (Guard III)				
00143	Transition Services (30 Days)	1	Job		
Base Year Total Sector III (Aggregate Award Group 3)					\$ _____

B.3.2 Option Year One

Contract Line Item Number (CLIN)	Description	Estimated Quantity	Unit	Unit Price	Total Price
Security Guard Service – Sector I (Aggregate Award Group 1)					
0101	Security Guard, (Guard I)	166,671	Hour	\$ _____	\$ _____
0102	Commissioned Special Police Officer – Unarmed (Guard II)	111,414	Hour	\$ _____	\$ _____
0103	Commissioned Special Police Officer – Armed (Guard III)	107,450	Hour	\$ _____	\$ _____
Option Year One Total Sector 1 (Aggregate Award Group 1)					\$ _____
Security Guard Service – Sector II (Aggregate Award Group 2)					
0104	Security Guard, (Guard I)	59,577	Hour	\$ _____	\$ _____
0105	Commissioned Special Police Officer – Unarmed (Guard II)	75,690	Hour	\$ _____	\$ _____
0106	Commissioned Special Police Officer – Armed (Guard III)	15,826	Hour	\$ _____	\$ _____
Option Year One Total Sector II (Aggregate Award Group 2)					\$ _____
Security Guard Service – Sector III (Aggregate Award Group 3)					
0107	Security Guard, (Guard I)	101,957	Hour	\$ _____	\$ _____
0108	Commissioned Special Police Officer – Unarmed (Guard II)	103,666	Hour	\$ _____	\$ _____
0109	Commissioned Special Police Officer – Armed (Guard III)	29,424	Hour	\$ _____	\$ _____
Option Year One Total Sector III (Aggregate Award Group 3)					\$ _____

B.3.3 Option Year Two

Contract Line Item Number (CLIN)	Description	Estimated Quantity	Unit	Unit Price	Total Price
Security Guard Service – Sector I (Aggregate Award Group 1)					
0201	Security Guard (Guard I)	166,671	Hour	\$ _____	\$ _____
0202	Commissioned Special Police Officer – Unarmed (Guard II)	111,414	Hour	\$ _____	\$ _____
0203	Commissioned Special Police Officer – Armed (Guard III)	107,450	Hour	\$ _____	\$ _____
Option Year Two Total Sector 1 (Aggregate Award Group 1)					\$ _____
Security Guard Service – Sector II (Aggregate Award Group 2)					
0205	Security Guard, (Guard I)	59,577	Hour	\$ _____	\$ _____
0206	Commissioned Special Police Officer – Unarmed (Guard II)	75,690	Hour	\$ _____	\$ _____
0206	Commissioned Special Police Officer – Armed (Guard III)	15,826	Hour	\$ _____	\$ _____
Option Year Two Total Sector II (Aggregate Award Group 2)					\$ _____
Security Guard Service – Sector III (Aggregate Award Group 3)					
0207	Security Guard (Guard I)	101,957	Hour	\$ _____	\$ _____
0208	Commissioned Special Police Officer – Unarmed (Guard II)	103,666	Hour	\$ _____	\$ _____
0209	Commissioned Special Police Officer – Armed (Guard III)	29,424	Hour	\$ _____	\$ _____
0209	Sector Supervisor	3080	Hour	\$ _____	\$ _____
Option Year Two Total Sector III (Aggregate Award Group 3)					\$ _____

B.3.4 Option Year Three

Contract Line Item Number (CLIN)	Description	Estimated Quantity	Unit	Unit Price	Total Price
Security Guard Service – Sector I (Aggregate Award Group 1)					
0301	Security Guard (Guard I)	166,671	Hour	\$ _____	\$ _____
0302	Commissioned Special Police Officer – Unarmed Guard (II)	111,414	Hour	\$ _____	\$ _____
0303	Commissioned Special Police Officer – Armed (Guard III)	107,450	Hour	\$ _____	\$ _____
Option Year Three Total Sector 1 (Aggregate Award Group 1)					\$ _____
Security Guard Service – Sector II (Aggregate Award Group 2)					
0304	Security Guard (Guard I)	59,577	Hour	\$ _____	\$ _____
0305	Commissioned Special Police Officer – Unarmed (Guard II)	75,690	Hour	\$ _____	\$ _____
0306	Commissioned Special Police Officer – Armed (Guard III)	15,826	Hour	\$ _____	\$ _____
Option Year Three Total Sector II (Aggregate Award Group 2)					\$ _____
Security Guard Service – Sector III (Aggregate Award Group 3)					
0307	Security Guard (Guard I)	101,957	Hour	\$ _____	\$ _____
0308	Commissioned Special Police Officer – Unarmed (Guard II)	103,666	Hour	\$ _____	\$ _____
0309	Commissioned Special Police Officer – Armed (Guard III)	29,424	Hour	\$ _____	\$ _____
Option Year Three Total Sector III (Aggregate Award Group 3)					\$ _____

B.3.5 Option Year Four

Contract Line Item Number (CLIN)	Description	Estimated Quantity	Unit	Unit Price	Total Price
Security Guard Service – Sector I (Aggregate Award Group 1)					
0401	Security Guard (Guard I)	166,671	Hour	\$ _____	\$ _____
0402	Commissioned Special Police Officer – Unarmed (Guard II)	111,414	Hour	\$ _____	\$ _____
0403	Commissioned Special Police Officer – Armed (Guard III)	107,450	Hour	\$ _____	\$ _____
Option Year Four Total Sector 1 (Aggregate Award Group 1)					\$ _____
Security Guard Service – Sector II (Aggregate Award Group 2)					
0404	Security Guard (Guard I)	59,577	Hour	\$ _____	\$ _____
0405	Commissioned Special Police Officer – Unarmed (Guard II)	75,690	Hour	\$ _____	\$ _____
0406	Commissioned Special Police Officer – Armed (Guard III)	15,826	Hour	\$ _____	\$ _____
Option Year Four Total Sector II (Aggregate Award Group 2)					\$ _____
Security Guard Service – Sector III (Aggregate Award Group 3)					
0407	Security Guard (Guard I)	101,957	Hour	\$ _____	\$ _____
0408	Commissioned Special Police Officer – Unarmed (Guard II)	103,666	Hour	\$ _____	\$ _____
0409	Commissioned Special Police Officer – Armed (Guard III)	29,424	Hour	\$ _____	\$ _____
Option Year Four Total Sector III (Aggregate Award Group 3)					\$ _____

B.4.6 Grand Total

B.4.6.1 Sector 1

Period of Performance	Total Price
Base Year	\$ _____
Base Year Transition	\$ _____
Option Year One	\$ _____
Option Year Two	\$ _____
Option Year Three	\$ _____
Option Year Four	\$ _____
Grand Total Sector 1	\$ _____

B.4.6.2 Sector 2

Period of Performance	Total Price
Base Year	\$ _____
Base Year Transition	\$ _____
Option Year One	\$ _____
Option Year Two	\$ _____
Option Year Three	\$ _____
Option Year Four	\$ _____
Grand Total Sector 2	\$ _____

ATTACHMENT C

B.4.6.3 Sector 3

Period of Performance	Total Price
Base Year	\$ _____
Base Year Transition	\$ _____
Option Year One	\$ _____
Option Year Two	\$ _____
Option Year Three	\$ _____
Option Year Four	\$ _____
Grand Total Sector 3	\$ _____

**B.5 IFB OPEN MARKET SOLICITATIONS WITH MANDATORY
SUBCONTRACTING (SUPPLIES & SERVICES)**

B.5.1 Any bidder responding to this solicitation must submit with its bid, a notarized statement detailing its subcontracting plan. Bids responding to this IFB shall be deemed nonresponsive and shall be rejected if the bidder fails to submit a subcontracting plan that is required by this solicitation. At least 35% of the dollar volume of the contract shall be subcontracted in accordance with section M.1.5.

**SECTION C
SPECIFICATIONS/WORK STATEMENT**

C.1 SCOPE:

The Government of the District of Columbia, Office of Contracting and Procurement (OCP), on behalf of the Office of Property Management (OPM) (the District) is seeking a highly skilled and technically proficient security contractor to provide security services and qualified personnel to protect persons and property at various District leased or owned facilities (Facilities). The contractor shall provide, at its own expense, all training, equipment, unless provided by the District, supplies, licenses, permits, certificates, insurance, pre-employment screenings, reports, and files necessary to provide security services as described in Section C and Section H.

Facilities are continuously evaluated for security requirements, and as such, the list of Facilities attached as Attachment J.1.1 may be amended to delete or add additional facilities from the contract. In addition, security posts and personnel requirements may be adjusted, either temporally or permanently, at any Facility, at the sole discretion of the Contracting Officer's Technical Representative (COTR) identified in G.9.1. The contractor shall adjust its security services and its billing as needed and dictated by the COTR.

C.1.1 APPLICABLE DOCUMENTS

The following documents are applicable to this procurement and incorporated by this reference:

#	Type	Title	Date/ Version
1	D.C. Municipal Regulations	District of Columbia Municipal Regulations, Title 6A, Chapter 11 Available at: http://os.dc.gov/os/cwp/view,a,1207,q,639817.asp	June 2007
2	D.C. Law	Council of the District of Columbia, "Enhanced Professional Security Amendment Act of 2008" Available at: http://www.dccouncil.us/images/00001/20080122101252.pdf	Most Recent
3	D.C. Municipal Regulations	Special Police Officer's Commission DC Police Department – Security Officer's Management Branch (SOMB), which utilizes District of Columbia Municipal Regulations, Title 6A, Chapter 11 Available at: http://os.dc.gov/os/cwp/view,a,1207,q,639817.asp	Most Recent
4	27 D. C. Municipal	Chapter 5- Criminal Background and Traffic Records Checks for District Government Contractors that Provide Direct	Attachment J.2.5

ATTACHMENT D

appropriate security personnel within twenty-four (24) hours unless otherwise directed by PSD. This coverage shall be billable at the contract rate.

H.15.2 In deciding the established Sector to which new locations would be added, the CO shall consider such factors as agency alignments, geographical location of a new facility, size of the Sector to which the new location is to be added and number of locations in the Sector compared to other Sectors. Another factor is the past and existing service performance of the Contractor and the resources to do the work. Notwithstanding the above, the CO shall add new locations and additional guards based on what is in the best interest of the District.

H.16 CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR CONTRACTORS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH

H.16.1 A contractor that provides services as a covered child or youth services provider, as defined in section 202(3) of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; D.C. Official Code § 4-1501.01 *et seq.*), as amended (in this section, the “Act”), shall obtain criminal history records to investigate persons applying for employment, in either a compensated or an unsupervised volunteer position, as well as its current employees and unsupervised volunteers. The Contractor shall request criminal background checks for the following positions:

_____.

H.16.2 The Contractor shall also obtain traffic records to investigate persons applying for employment, as well as current employees and volunteers, when that person will be required to drive a motor vehicle to transport children in the course of performing his or her duties. The Contractor shall request traffic records for the following positions:

_____.

H.16.3 The Contractor shall inform all applicants requiring a criminal background check that a criminal background check must be conducted on the applicant before the applicant may be offered a compensated position or an unsupervised volunteer position.

H.16.4 The Contractor shall inform all applicants requiring a traffic records check that a traffic records check must be conducted on the applicant before the applicant may be offered a compensated position or a volunteer position.

H.16.5 The Contractor shall obtain from each applicant, employee and unsupervised volunteer:

- (A) a written authorization which authorizes the District to conduct a criminal background check;

- (B) a written confirmation stating that the Contractor has informed him or her that the District is authorized to conduct a criminal background check;

- (C) a signed affirmation stating whether or not they have been convicted of a crime, pleaded nolo contendere, are on probation before judgment or placement of a case upon a stet docket, or have been found not guilty by reason of insanity, for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory, or for any of the following felony offenses or their equivalent in any other state or territory:
 - (i) Murder, attempted murder, manslaughter, or arson;
 - (ii) Assault, assault with a dangerous weapon, mayhem, malicious disfigurement, or threats to do bodily harm;
 - (iii) Burglary;
 - (iv) Robbery;
 - (v) Kidnapping;
 - (vi) Illegal use or possession of a firearm;
 - (vii) 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; but excluding sodomy between consenting adults;
 - (viii) Child abuse or cruelty to children; or
 - (ix) Unlawful distribution of or possession with intent to distribute a controlled substance;

- (D) a written acknowledgement stating that the Contractor has notified them that they are entitled to receive a copy of the criminal background check and to challenge the accuracy and completeness of the report; and

- (E) a written acknowledgement stating that the Contractor has notified them that they may be denied employment or a volunteer position, or may be terminated as an employee or volunteer based on the results of the criminal background check.

H.16.6

The Contractor shall inform each applicant, employee and unsupervised volunteer that a false statement may subject them to criminal penalties.

- H.16.7** Prior to requesting a criminal background check, the Contractor shall provide each applicant, employee, or unsupervised volunteer with a form or forms to be utilized for the following purposes:
- (A) To authorize the Metropolitan Police Department (MPD), or designee, to conduct the criminal background check and confirm that the applicant, employee, or unsupervised volunteer has been informed that the Contractor is authorized and required to conduct a criminal background check;
 - (B) To affirm whether or not the applicant, employee, or unsupervised volunteer has been convicted of a crime, has pleaded nolo contendere, is on probation before judgment or placement of a case upon a stet docket, or has been found not guilty by reason of insanity for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory of the United States, or for any of the felony offenses described in paragraph H.11.5(C);
 - (C) To acknowledge that the applicant, employee, or unsupervised volunteer has been notified of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report;
 - (D) To acknowledge that the applicant may be denied employment, assignment to, or an unsupervised volunteer position for which a criminal background check is required based on the outcome of the criminal background check; and
 - (E) To inform the applicant or employee that a false statement on the form or forms may subject them to criminal penalties pursuant to D.C. Official Code §22-2405.
- H.16.8** The Contractor shall direct the applicant or employee to complete the form or forms and notify the applicant or employee when and where to report to be fingerprinted.
- H.16.9** Unless otherwise provided herein, the Contractor shall request criminal background checks from the Chief, MPD (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting.
- H.16.10** The Contractor shall request traffic record checks from the Director, Department of Motor Vehicles (DMV) (or designee), who shall be responsible for conducting traffic record checks.
- H.16.11** The Contractor shall provide copies of all criminal background and traffic check reports to the COTR within one business day of receipt.

- H.16.12** The Contractor shall pay for the costs for the criminal background and traffic record checks, pursuant to the requirements set forth by the MPD and DMV. The District shall not make any separate payment for the cost of criminal background and traffic record checks.
- H.16.13** The Contractor may make an offer of appointment to, or assign a current employee or applicant to, a compensated position contingent upon receipt from the contracting officer of the COTR's decision after his or her assessment of the criminal background or traffic record check.
- H.16.14** The Contractor may not make an offer of appointment to an unsupervised volunteer whose position brings him or her into direct contact with children until it receives from the contracting officer the COTR's decision after his or her assessment of the criminal background or traffic record check.
- H.16.15** The Contractor shall not employ or permit to serve as an unsupervised volunteer an applicant or employee who has been convicted of, has pleaded nolo contendere to, is on probation before judgment or placement of a case on the stet docket because of, or has been found not guilty by reason of insanity for any sexual offenses involving a minor.
- H.16.16** Unless otherwise specified herein, the Contractor shall conduct periodic criminal background checks upon the exercise of each option year of this contract for current employees and unsupervised volunteer in the positions listed in sections H.11.1 and H.11.2.
- H.16.17** An employee or unsupervised volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the COTR after his or her assessment of a criminal background or traffic record check.
- H.16.18** The COTR shall be solely responsible for assessing the information obtained from each criminal background and traffic records check report to determine whether a final offer may be made to each applicant or employee. The COTR shall inform the contracting officer of its decision, and the contracting officer shall inform the Contractor whether an offer may be made to each applicant.
- H.16.19** If any application is denied because the COTR determines that the applicant presents a present danger to children or youth, the Contractor shall notify the applicant of such determination and inform the applicant in writing that she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination.
- H.16.20** Criminal background and traffic record check reports obtained under this section shall be confidential and are for the exclusive use of making employment-

related determinations. The Contractor shall not release or otherwise disclose the reports to any person, except as directed by the contracting officer.

ATTACHMENT E

SECTION J
LIST OF ATTACHMENTS

- J.1** **Attachments**
- J.1.1** List of Locations and Duty Hours (Number and Types of Guards)
- J.1.2** Wage Determination No. 2005-2103, Rev. No. 6 dated May 29, 2008
- J.1.3** Living Wage Notice
- J.1.4** Living Wage Fact Sheet
- J.1.5** Monthly Invoice Submission Spreadsheet Template
- J.1.6** **Current** Combined Bargaining Agreement for Security Guards
- J.2** **INCORPORATED ATTACHMENTS** (*The following forms, located at www.ocp.dc.gov shall be completed and incorporated with the bid.*)
- J.2.1** E.E.O. Information and Mayor's Order 85-85
- J.2.2** Tax Certification Affidavit
- J.2.3** First Source Employment Agreement
- J.2.4** Cost/Price Data
- J.2.5** Children and Youth Safety Act

ATTACHMENT F

**UGSOA LOCAL 21 NEGOTIATION
PROPOSAL
for the**

**AGREEMENT
Between
HAWK ONE SECURITY, INC.**

And the

**UNITED GOVERNMENT SECURITY OFFICERS OF
AMERICA LOCAL #21**

**Special Police Officers / Security Officers
June 1, 2008 through May 31, 2011**

TABLE OF CONTENTS

Preamble	1
Article I – Recognition	2
Article II – Management Rights	3
Article III – Seniority	4
Article IV – Transfers, Layoff, and Recall	6
Article V – Job Opportunities	7
Article VI – Grievance Procedure	8
Article VII – Discipline	10
Article VIII – Hours of Work and Overtime	12
Article IX – Wages	14
Article X – Holidays	14
Article XI – Paid Leave	15
Article XII – Vacations	17
Article XIII – Unpaid Leave of Absence	18
Article XIV – Health and Welfare	20
Article XV – Union Security	20
Article XVI – General Provisions	22
Article XVII – Strikes and Lockouts	24
Article XVIII – Partial Validity	24
Article XIX – Waiver, Entire Agreement and Amendments	25
Article XX – Termination	25

PREAMBLE

THIS AGREEMENT is made and entered into on June 1, 2008, by and between HAWK ONE SECURITY, INCORPORATED, and its successors, hereinafter referred to as the Employer or "Company," and UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA, LOCAL # 21, hereinafter referred to as the "Union." All non-economic provisions of this contract shall be in effect as of June 1, 2008. All economic provisions of this contract shall be in effect as of June 1, 2008, including, but not limited to compensation and fringe benefits.

ARTICLE I – RECOGNITION

SECTION 1.1

- A. The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining as outlined in this Agreement, with respect to wages, hours, overtime, leaves of absence, uniform allowances and any and all other conditions of employment for all full-time and regular part time Special Police Officers, Security Officers, Lead Officers, Sergeants, Corporals and Lieutenants employed by the Employer at all its Washington DC sites pursuant to its contracts with the District of Columbia Government, including the facilities operated by the Washington Area Sanitation Authority, and pursuant to its contracts with or in the State of Maryland, but excluding all other employees, captains, majors, and above, dispatchers office clericals, and supervisors as defined in the Act.
- B. The term “Employee” when used in this Agreement shall refer to the Employees in the bargaining unit described in Article 1, Section 1.1A of this Agreement.

SECTION 1.2 STEWARD SYSTEM

The Company agrees to recognize a steward system. The Union agrees that the stewards will work at their regular jobs at all times except when they are relieved to attend to all the business of the Grievance Procedure as outlined in Article VI of this Agreement. If the Employee requests, the Company will call for a steward prior to any disciplinary action being taken. The Company recognizes the right of the Union to investigate grievances and interview Employees before and/or after work time and/or during breaks. If the Company takes disciplinary action during work time, a representative of the Union will be given time to be present for the disciplinary procedures. The supervisor, at the request of the Employee, will release the steward only when properly relieved. The Company will not be responsible for paying the steward for time spent in this regard.

Union stewards and representatives shall be granted a minimum of two (2) hours per incident, during working hours to conduct investigations of grievances and complaints, not to affect the operation of the working unit.

SECTION 1.3 MANAGERS AND SALARIED PERSONNEL

Managerial and salaried employees shall not perform the duties of the Employees in the bargaining unit, except as necessary to fulfill the work under the District of Columbia contracts as determined necessary by the Employer and as allowed by the District of Columbia.

Managers cannot be assigned to cover overtime positions or posts except in emergency situations, or when specifically directed by the District of Columbia Government, or in situations dictated by availability of personnel and amount of notice given for overtime. The Employer will attempt to rectify overtime inequalities through the future scheduling of overtime work. Overtime

records will be made available to the Union by the Company upon request.

SECTION 1.4 INTENT OF PARTIES

The Union and the Company agree to work sincerely and wholeheartedly to the end that the provisions of this Agreement will be applied and interpreted fairly, conscientiously, and in the best interest of efficient operation. The Union and the Company agree that they will use their best efforts to cause the Bargaining Unit Employees, individually and collectively to perform and render loyal and efficient work and services on behalf of the Company, and that neither their representatives nor their members will intimidate, coerce or discriminate in any manner against any person in its employ by reason of his/her membership and activity or non-membership or non-activity in the Union. Neither the Company nor the Union will discriminate against any Employee because of race, color, religion, sex, age, national origin, Vietnam Era Veterans status or disability. The Company and the Union recognize that the objective of providing equal employment opportunities for all people is consistent with Company and Union philosophy, and the parties agree to work sincerely and wholeheartedly toward the accomplishment of this objective.

ARTICLE II – MANAGEMENT RIGHTS

SECTION 1. Unless limited by the express undertakings in this Agreement the Employer shall retain all rights, powers, and authority it had prior to entering into this Agreement, including, but not limited to, the unrestricted right to: manage its operations and to direct and assign the work force; to determine and change the methods and manner services are provided; to introduce new methods of improved methods of operations or equipment; to determine and change the size, composition and qualifications of the work force; to determine the extent to which and the manner and means its business will be operated or shut down in whole or in part; to determine whether and to what extent any work shall be performed by Employees and how it shall be performed; to maintain order and efficiency in the operation including the right to select, hire, promote, demote, lay-off, assign and train Employees; to otherwise subcontract any part of its operation, including unit work, whenever required by the Government; to otherwise subcontract any part of its operation, including unit work, but only to the extent that it does not serve to directly cause the layoff of any Employees in the unit; to select and determine supervisory Employees; to bid or not bid, or to re-bid or not re-bid, contracts with the Government; to determine and change starting times, quitting times, schedules and shifts; to determine and change methods and means by which operations are to be carried out; to establish, change and abolish its policies, work rules, regulations, practices and standards/codes of conduct and to adopt new policies, work rules, regulations, practices and standards/codes of conduct; and to assign duties to Employees in accordance with the needs and requirements of the Government and the Employer, as determined by the Employer. The exercise of the foregoing powers and

rights, together with adoption of policies, rules, and regulations in furtherance thereof and the use of judgment and discretion in connection therewith, shall be limited only by the express and specific terms and conditions of this Agreement.

SECTION 2. The Employer shall retain the sole right to suspend, discipline and discharge Employees for just cause subject only to the express and specific terms of the Agreement.

ARTICLE III – SENIORITY

SECTION 1. Unit seniority shall be the length of continuous service from the Employee's last date of hire as a Special Police Officer, Security Guard, Lead Officer, Sergeant, Corporal or Lieutenant for the Employer or a predecessor contractor to the Employer providing said contract service for the Government or contracting entity. Unit seniority shall not accrue until the Employee has successfully completed his/her probationary period. Seniority shall be applicable in determining the order of layoff and recall and other matters as provided for in this Agreement.

Building seniority shall be the length of continuous service an Employee works at the building that is his/her regular duty station after the probationary period and it shall be used to determine scheduling, vacation scheduling, overtime, days off and transfers. Any Employee who voluntarily transfers to another building for any reason shall lose his/her building seniority as it applies to scheduling, vacation scheduling, days off, overtime, leaves and transfers. Involuntary transfer to another building for any reason other than discipline shall not involve an Employee losing his/her full-time status, days off, shift or building seniority. For all involuntary transfers challenged by Local 21 that result in a reversed decision, (i) the Employee shall be returned to his/her previous site and, if available, previous post position at the site, and (ii) the previous days off and shift shall be restored. In the event that two or more Employees seeking to exercise their seniority rights for the same purpose herein have the same seniority date, ties shall be broken first by unit seniority, then earliest birth date, then earliest time of birth.

SECTION 2. Newly hired Employees shall be regarded as probationary Employees for the first one hundred and twenty (120) days of actual work. During their probationary period, probationary Employees shall not accrue seniority under this Agreement. The Employer shall have the sole right to discipline, layoff, suspend, or terminate probationary Employees without limitation by the provisions of this Agreement or without recourse to the grievance procedure contained therein. Upon successful completion of the probationary period, the Employee shall be placed on the seniority list and shall be given a seniority date which is retroactive to the Employee's most recent date of hire.

SECTION 3. One seniority list shall be maintained for the entire company. This list will be posted and maintained by the Employer and shall be made available to the Union in September and March. An Employee's standing on the posted seniority list will be final unless protested in writing to the Contract Administrator not later than thirty (30) calendar days after the list has been posted.

SECTION 4. Employees shall notify the Employer in writing of their proper home address and home telephone number. The Employer shall be entitled to rely upon the last known address shown in the Employer's official records. The Employee is responsible for providing updated telephone numbers and current addresses to the employer within 15 days of each change.

SECTION 5. The seniority of an Employee shall be terminated and employment shall cease for any of the following reasons:

- A. The Employee quits or retires;
- B. The Employee is discharged;
- C. The Employee is absent from work without advising the Employer and giving reasons acceptable to the Employer for such absence;
- D. The Employee fails to return to work within three (3) days after receipt of the Employers notice of recall by certified mail to the last known address of such employee as shown in the Employer's records;
- E. The Employee overstays a leave of absence or a vacation without an acceptable excuse given the nature of the Employer's operations;
- F. The Employee gives a false reason for obtaining a leave of absence, or engages in other employment during such leave;
- G. A settlement with an employee has been made for total disability, or for any other reason if the settlement waives further employment rights with the Employer;
- H. The District Government terminates the Employees credentials as a special police officer, security guard, or the Employee is barred from working at a District of Columbia site;
- I. An Employee submits false home address and telephone number information.
- J. Failure to notify the company in case of an arrest within 1 day upon release.

SECTION 6. TRANSFER OUT OF UNIT

Any Bargaining Unit Employee who is promoted to a non-bargaining unit position for more than four (4) weeks shall lose his/her building and unit seniority. If he/she returns to the bargaining unit at a later date, his/her unit seniority will start on that return date. Employees who return to the Bargaining unit under this provision shall not be allowed to bump other Employees for a

better shift or days off.

SECTION 7. BREAK IN SERVICE

Any Bargaining Unit Employee who is absent or leaves the bargaining unit for more than fifteen (15) consecutive days for any reason other than absences permitted under the terms of this collective bargaining agreement (including but not limited to approved vacation time, sick leave, military service, etc.) shall lose his/her building and unit seniority. If he/she returns to the bargaining unit at a later date, his/her unit seniority will start on that return date. Employees who return to the bargaining unit under this provision shall not be allowed to bump other Employees for a better shift or days off.

ARTICLE IV – TRANSFERS, LAYOFF, AND RECALL

SECTION 1. Whenever it is necessary to lay-off Employees or in the event the Employer's contract(s) for providing special police services/guard services for the Government is terminated, not extended or not renewed, the Employer may lay-off regular part-time and/or full-time Employees, as it deems necessary, in the following manner:

- A. When full-time positions are being reduced, full-time Employees will be laid-off as follows:
 - 1) Probationary Employees shall be laid off first;
 - 2) Should it be necessary to further reduce the work force, the unit seniority Employees shall then be laid off in the inverse order of their seniority;
- B. When regular part-time positions are being reduced, part-time Employees will be laid-off as follows:
 - 1) Probationary Employees shall be laid off first;
 - 2) Should it be necessary to further reduce the work force, the unit seniority Employees shall then be laid off in the inverse order of their seniority.

SECTION 2. Employees who have been laid off, or transferred to another site covered by this Agreement in lieu of layoff by reason of a reduction in the work force, will be recalled to work in the reverse order in which they were laid off or transferred. Should an Employee be transferred to another site within the Company by reason of a reduction in work force, said employee shall receive the rate of pay applicable to the position/site to which he/she is transferred. Transfers out of the bargaining unit as described in this section for a layoff and reduction in force, will be handled in seniority order, and will be voluntary.

SECTION 3. Laid-off Employees will be recalled in accordance with this agreement to available positions within the unit before new Employees are hired. Laid-off Employees declining recalls will be deemed to be voluntary terminations of employment. Laid-off Employees are not eligible for any compensation (other than required unemployment compensation) from the Employer.

ARTICLE V — JOB OPPORTUNITIES

SECTION 1. If a vacancy occurs in a regular position covered by this Agreement, and the Employer chooses to fill that vacancy, the job will be posted for a period of five (5) working days (excluding Saturdays, Sundays, and holidays). Should the filling of a vacancy under this Article create a second vacancy, that vacancy shall be filled as a temporary vacancy.

SECTION 2. Any Employee who wishes to apply for the open position shall do so in writing during the posting period, if applicable. The Employer will consider all applications received, and will fill the position as it deems to be in the best interest of its operations and the needs and approval of the Government. Preference will be granted to Employees with building seniority applying for the position, who are already based at the site at which the vacancy exists.

SECTION 3. In the interest of maintaining continuing operations, the Employer may temporarily assign an Employee to a vacant or new position until the job is filled according to this Article. Positions being filled by unit members in accordance with the above shall be done as soon as administratively feasible.

SECTION 4. Whenever it becomes necessary to temporarily transfer an Employee to a work site within or outside of the Company; to the extent feasible the transfer shall be voluntary. The temporary assignment shall be posted and the temporary assignment will not exceed thirty (30) days. Any Employee working on a temporary assignment shall receive higher pay when he/she is temporarily transferred to a higher paying position.

SECTION 5. The company shall provide the union with an updated Employee roster in September and March. The Employee is responsible for providing updated telephone numbers and current address to the employer.

ARTICLE VI — GRIEVANCE PROCEDURE

SECTION 1. For purposes of this Agreement, a grievance shall mean a claimed violation, misinterpretation or misapplication of any provision of this Agreement. The term “days” shall not include Saturday, Sunday and holidays when used in this Article.

SECTION 2. The number of days provided for in the presentation and processing of grievances in each step of the grievance procedure shall establish the maximum time allowed for the presentation and processing of a grievance. The time limits specified may, however, be extended by written mutual agreement. The failure of an Employee or the Union to proceed to the next step of the grievance procedure within the time limits specified shall be deemed an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the grievance. The failure of the Employer to answer a grievance within the time limits specified shall permit the grievant or the Union, whichever is applicable to a particular step, to proceed to the next step of the grievance procedure. No grievance may be filed or processed based upon facts or events, which have occurred more than five (5) working days before the Employee or Union presents the grievance to the appropriate supervisor.

SECTION 3. All grievances shall be presented and processed in accordance with the following procedure:

- A. Step One — Any Employee having a complaint, or an Employee designated by a group of Employees having a complaint may discuss the complaint with their appropriate supervisor. A Union representative may accompany the Employee if the Employee so desires. The appropriate supervisor shall answer the complaint within five (5) days. Typically, the appropriate supervisor shall be the Captain in the Employee’s chain of command.
- B. Step Two — If the grievance is not resolved at Step One, the grievance shall be reduced to writing and presented to the Major within five (5) working days from the date of the event giving rise to the grievance. The written grievance shall be signed by the grieving Employee, shop steward, or union official, and shall set forth the nature of the grievance and the adjustment sought if known. The Major shall meet to discuss the grievance with the Employee and union official. The Major shall give a written decision to the grievant within five (5) working days of receipt of the grievance.
- C. Step Three — If the grievance is not resolved at Step Two, the grieving Employee must refer the grievance to the Union and the Project Manager within ten (10) working days after the completion of Step Two. The Project Manager may meet with the grievant and the Union representative to discuss the grievance. The Project Manager shall give a written decision to the grievant within twenty (20) working days after receipt of the grievance.

- D. Step Four — Except as limited below, any grievance arising during the term of this Agreement not resolved at Step Three may be submitted to arbitration by the Employer or the Union submitting a written request therefore to the other party within fifteen (15) days after the completion of Step Three. The Union shall submit any requests for arbitration to the Human Resources Director.
- 1) Only the Union (i.e., no individual grievant) may move a grievance to Step Four.
 - 2) No grievance regarding a dispute as to the interpretation of a Wage Determination, the interpretation of the Employers contract(s) with the Government, or the Employer's adherence to a request of the Government shall be processed to Step Four since those matters are not arbitrable and are not within the arbitrator's jurisdiction. Nor shall the discipline or termination of a probationary Employee or any other matters specified in this Agreement as not being grievable be within the arbitrator's jurisdiction.
 - 3) Within fifteen (15) days following the written request for arbitration, the Union and Employer shall meet in a pre-arbitration meeting to attempt to resolve the grievance. This meeting shall be between the top-ranking Union official and the President of the Employer.
 - 4) Following the written request for submission to arbitration, representatives of the Employer and the Union shall attempt to agree on the selection of an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within twenty (20) days after the date of the receipt of the request for arbitration, the arbitrator shall be selected by alternating the option to strike names from a list of seven (7) neutral arbitrators provided by the local office of the Federal Mediation and Conciliation Service.
 - 5) At the time of the arbitration hearing, either party shall have the right to examine and cross-examine witnesses and a written record of the proceedings shall be made upon the request of either or both parties.
 - 6) Neither party may assert a contractual claim or basis in support of its position, which was not presented during an earlier step of the Grievance Procedure.
 - 7) The arbitrator's fee and expenses, including the cost of any hearing room, shall be borne by the non-prevailing party to the proceeding. In the event it is unclear to the arbitrator as to which party prevailed, then these fees and the parties shall equally share expenses. The Employer shall not pay the expenses and compensation of any witness or other participant, unless the individual's attendance is compelled by the Employer, and said attendance necessitates the release from duty. Any other expenses, including transcript costs, shall be borne by the party incurring such

expenses.

- 8) The arbitrator shall have no power: (a) add to, subtract from, alter, or in any way modify the terms of the Agreement; b) establish or modify any wage rate; (c) construe this Agreement to limit Management's discretion except only as that discretion may be specifically limited by the express terms of this Agreement; (d) interpret or apply law, including but not limited to the requirements of the Service Contract Act and implication of Wage Determinations as well as any other legal obligation referred to in this Agreement or (e) consider any matter of substituting his/her judgment for that of the Government's regarding a determination or request of the contracting officer or other official of the Government.
- 9) The arbitrator shall render a decision as soon as possible following the hearing. Decisions of the arbitrator, subject to the limitations set forth in this Agreement, shall be final and binding on the Union, its members, the Employee or Employees involved and on the Employer. Any award of back compensation shall not predate the date of the grievance by more than ten (10) days and shall be offset by all earned income received during the applicable period (including all disability, unemployment and other pay received), as well as being fully adjusted by any failure on the individual's part to mitigate his/her damages. Interest, punitive damages, attorney fees, and/or front pay shall not be awardable by the arbitrator.

SECTION 4. The Union shall have the right to file a group grievance involving more than one (1) Employee at Step 2 of the grievance procedure within five (5) working days of the event giving rise to the grievance.

ARTICLE VII – DISCIPLINE

SECTION 1. After completion of the probationary period, no Employees shall be disciplined without just cause. Just cause includes an order by the Government that prevents the Employee from working under the Employer's contract with the Government and a denial or termination by the Government of Employee's credentials making employment with the Employer impossible. Should a non-probationary Employee wish to contest a dismissal made by the Employer, a written notice thereof shall be given to the Employer within three (3) days of the dismissal (excluding Saturdays and Sundays) in which event the issue shall thereafter be submitted to, and determined under the Grievance Procedure commencing with Step 3, as provided in Article VI of this Agreement. The union retains the right to grieve or arbitrate the accuracy of any information provided by the employer to the District Government. The Employee will have the right to submit a written response to the employer's statement.

SECTION 2. ADMINISTRATIVE SUSPENSIONS

- A. When an Employee is suspended without pay during the pendency of an investigation, whether at the request of the Government or otherwise, such Employee may apply for unemployment compensation for the duration of such administrative suspension. In addition, such Employee may seek and retain other employment without abandoning the Employee's position, or causing a break in the Employee's seniority which shall continue to accrue during the administrative suspension.
- B. Administrative suspensions by the employer shall not exceed thirty (30) days. If an investigation and disciplinary procedure has not been completed within thirty (30) days, the Employee will be restored to duty in the Employee's regular position, or a position with a comparable pay scale until the investigation and disciplinary procedures are completed.

SECTION 3. The parties will not discriminate against any Employee for exercising his or her rights under any Worker's Compensation Laws. Time lost due to temporary, total or partial disabilities from injuries or occupational diseases arising out of and in the course of employment shall not be included in an Employee's attendance records as unauthorized absences, shall not affect the exercise of an Employee's seniority for job bidding or otherwise, and shall not be included in the calculation of any leave time granted in accordance with the FMLA or otherwise. An Employee's seniority shall continue to accrue during any such lost time.

SECTION 4. Following a complete and proper investigation by the Employer, an Employee may be subject to disciplinary action for just cause consisting of one or more of the following, in the Employer's reasonable discretion: verbal warning or counseling, a written warning, probation, suspension, and termination. The Employer may skip one or more of these steps, depending upon the severity of the actions causing the disciplinary action.

SECTION 5. The Employer will provide the Union with a written statement setting forth the grounds for any disciplinary action within three (3) days of the action by regular mail or e-mail.

SECTION 6. Any disciplinary action reports, other than for matters involving suspensions or terminations, shall be removed from an Employee's personnel file at the site and corporate office after three years. An Employee or his/her Union representative may request an appointment to review his/her site or corporate file in the presence of a site supervisor, designee,

SECTION 7. Information placed in the Employees personnel file shall be signed and dated by the Employee and, if requested witnessed, signed and dated by a union representative. If the Employee does not agree with the action being taken, he or she will annotate the document with the words "signed under protest", and then acknowledge receipt of the document by signing. The Employee will be provided a copy of the signed document for his/her personal records. The union will also be provided a copy of the document via electronic mail, facsimile or regular mail

within three (3) days.

ARTICLE VIII – HOURS OF WORK AND OVERTIME

SECTION 1. For the purposes of this Article, a regular work week of forty (40) hours of work shall constitute any normal, full-time work week full-time Employees. Shifts shall be scheduled at the discretion of the Employer to fulfill the needs of the Government. Nothing contained herein shall guarantee to any Employee any number of hours of work per day per week.

SECTION 2. An overtime rate of time-and-one-half (1½) of an Employees base pay (exclusive of health and welfare and other fringe additions to pay) shall be paid for all hours worked in excess of forty (40) hours in a work week.

SECTION 3. Overtime or premium pay shall not be pyramided, compounded, or paid twice for the same hours worked.

SECTION 4. If requested to work overtime (i.e., over forty (40) hours in a workweek) of extra hours, the Employee shall be required to do so unless the Employee is excused for good cause. Overtime will be distributed as equitably among Employees regularly assigned to the particular work locations. The Employer will attempt to rectify overtime inequalities through the future scheduling of overtime work.

SECTION 5. Hours of work for part-time Employees shall be determined by the employer, subject to government approval, to insure the orderly and efficient operation of Special Police Officer/Security Guard services. Failure to accept an assignment when not excused by the supervisor shall be grounds for discipline up to and including discharge. The reasonableness of not excusing the refusal of a not-regularly scheduled fill-in" assignment, which results in discipline, shall be subject to the Grievance Procedure.

SECTION 6. All break periods shall be maintained in accordance with past practice. Whenever possible, Employees working shifts of twelve (12) or more hours will receive an additional fifteen (15) minute break.

SECTION 7. POSTING OF SCHEDULES AND ASSIGNMENTS

- A. Schedules, whenever possible, will be posted weekly in advance, except that the final Holiday Schedule will be posted at each site three (3) weeks in advance. When changes to the schedule are necessary, the Company agrees to give as much

notice as possible. Holiday vacancies shall be first filled with volunteers. In the event a post has not been filled by utilizing volunteers, the seniority list will be implemented beginning with the senior qualified person. Reverse order of the same seniority list will be utilized once the list is exhausted and an unfilled position remains. Accept or reject notations with the date of notification shall be placed beside each Employee's name. The completed list will be filed and made available for the Unions review.

- B. Full time Employees shall be scheduled with two consecutive days off, whenever possible. Employees may switch their days off with another Employee. A five (5) day advanced notification form reflecting the change in schedule must be submitted to the corporate office for final approval via the on-site supervisor.

SECTION 8. CALL IN PAY

An Employee called in to work will be guaranteed a minimum of four (4) hours of work or pay.

SECTION 9. An Employee who is unable to report to work shall notify the Employer at least four (4) hours prior to the beginning of his/her shift.

Starting on October 1, 2008, an Employee who is unable to report to work shall notify the Employer at least six (6) hours prior to the beginning of his/her shift, except in instances in which the Employee is unable to report for work for reasons described in Article XI, Section 2, and the Employee takes sick leave under that same provision.

The practice of an Employee notifying Employer six (6) hours of an absence prior to the shift start time will last for a period of six (6) months, during which time the Employer will record and retain records of the number of absences each day. At the end of the six-month period, the Employer will provide the Union a copy of the records of the daily absentees it kept. Also at the end of the six-month period, the parties will reconvene and renegotiate this section if necessary.

SECTION 10. EMERGENCY LEAVE WITHOUT PAY

An Employee who has exhausted or not accrued leave may be granted up to two (2) days Leave without pay per Government contract year for personal emergencies with the approval from their supervisor or designee. Emergency leave may be used to cover notifications that are less than four (4) hours.

ARTICLE IX – WAGES

SECTION 1. Effective June 1, 2005 and each year of employment thereafter, each Employee covered by this Agreement who is classified and assigned to work as a Security Guard/Special Police Officer (as per the Service Contract Act) shall be paid hourly wages in accordance with the following schedule:

	<u>Security Officer</u>	<u>Special Police Officer</u>
2008	\$12.86	\$19.73
2009	per wage determination	per wage determination
2010	per wage determination	per wage determination

The term "per wage determination" means that the wages for 2009 and 2010 will be at least as high as the local prevailing rate wage determination. The wages for 2009 and 2010 will be no lower than the wages for 2008 and will increase based on the local prevailing rate wage determination.

SECTION 2. PAYDAY

Payday for all hourly Employees will be after 12:00 p.m. on Monday eight days following the pay period ending on Sunday of the prior week, subject to change by mutual agreement.

SECTION 3. UNDISPUTED ERRORS

In case of an undisputed error on the part of the Company as to an Employee's rate of pay, proper adjustment will be made within five business days for undisputed errors over \$200.00, after the Company is given written notification of the error. Adjustments of all other such undisputed errors will be made on the next paycheck.

ARTICLE X — HOLIDAYS

SECTION 1. Whenever the term "holiday" is used it shall mean: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Emancipation Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day on the date designated for observance by the Government.

SECTION 2. A full-time Employee who is not required to work on a holiday shall be paid eight (8) hours of his or her base hourly straight time rate, exclusive of any shift or overtime. The Employee will be paid holiday pay only if:

- A. The Employee works as scheduled or assigned both on his/her last scheduled work day prior to and his/her first scheduled work day after the day on which the holiday is observed; and
- B. The Employee is not laid off or on a leave of absence.

SECTION 3. A full-time Employee who works as scheduled on a holiday shall receive the Employee's regular rate for all hours worked and in addition shall receive (8) hours holiday pay providing the Employee meets the requirements of Section 2, above.

SECTION 4. An Employee who is scheduled to work on a holiday and fails to report for such work without reasonable cause shall forfeit the Employee's holiday pay.

SECTION 5. Any regular part-time Employee who works as scheduled on a holiday shall receive the Employee's regular rate of pay for all hours worked plus an equal amount of holiday pay.

SECTION 6. Holiday pay for regular part-time Employees who do not work on a holiday and who meet the eligibility requirements set out in Section 2, above, shall be paid only a proration of the full-time benefit based on their week's hours of work divided by forty (40), in accordance with the Service Contract Act.

ARTICLE XI — PAID LEAVE

SECTION 1. BEREAVEMENT LEAVE

Employees shall be entitled to two (2) days of paid bereavement leave per full government contract year (which begins October 1st) for purposes of attending on a day normally scheduled for work, the funeral of the parent, parent-in-law, grandparents, spouse, child or sibling. The Employer will require proof of family relationship and funeral attendance. The Employee must provide his/her Site Supervisor with at least twelve (12) hours prior written notice, whenever possible, of the need for bereavement leave in order to be paid this benefit. Bereavement days shall not be cumulative, nor shall they be paid if not used. New Hires shall be eligible for paid bereavement leave after acquiring one year of seniority.



SECTION 2. SICK LEAVE

Employees shall be entitled to seven (7) days of paid sick leave per full government contract year, beginning on October 1st. Employees may use their sick leave for 1) physical or mental illness, injury or medical condition; 2) absence for obtaining professional medical diagnosis, care or preventive medical care; 3) absence for purpose of caring for child, parent, spouse or domestic partner or any other family member for medical condition or care; 4) absence related to obtaining medical care, relocation or participation in legal action arising from domestic violence or sexual abuse. Employer will administer paid sick leave in accordance with the Accrued Sick & Safe Leave Act of 2008 ("Act"), D.C. Law A17-0324, 55 D.C. Reg. 3452 (2008).

- A. Paid sick leave accrues each pay period at the rate of one hour of paid sick leave for each 37 hours worked not to exceed 7 days per calendar year.
- B. Employees' unused sick leave shall carry over annually. Accrued unpaid leave shall not be reimbursed upon the Employees' termination or resignation.
- C. If the use of paid sick leave is foreseeable, Employees shall notify the Employer 5 days in advance of using paid sick leave in writing and should reasonably describe the reason for the use of paid sick leave and the duration of requested leave. If the use of paid sick leave is unforeseeable, Employees shall notify their Site Supervisor at least two (2) hours of notice prior to the beginning of his/her shift unless circumstances prevent such notice.
- D. Employer may require Employees to provide medical certification for the use of paid sick leave of 3 or more consecutive days. Medical certification means a signed document from a health care provider. When using paid sick leave for 3 or more consecutive days in cases of domestic violence or sexual abuse, Employer may require Employees to provide police reports, court orders or signed statement from victim or witness advocate. In either case, the Employee will provide the certification upon returning to work.
- E. The Parties agree that, should the Act be amended, they will re-open this section for negotiations over any relevant amendments.

SECTION 3. JURY DUTY

Full-time Employees shall be entitled to receive up to one (1) day of paid leave per year for purposes of serving required jury duty. In order to be paid for this benefit, Employees must (a) provide his or her Captain with a copy of the jury summons seven (7) days before the commencement of jury service, and (b) must also submit a receipt for compensation received (service fee and mileage) within five (5) days of the Employee's return to work from jury service. The Employee will be compensated for the jury service on the next paycheck. Grand Jury fees will not exceed one (1) day of payment.

SECTION 4. VOTING LEAVE

The Employer and the Union encourage Employees to fulfill their civic responsibilities by voting in elections. Employees who choose to vote are encouraged to make reasonable efforts to do so at times that do not interfere with their work schedules. The Employer shall comply with all applicable laws that pertain to voting rights.

ARTICLE XII— VACATIONS

SECTION 1. Eligible full-time Employees shall be entitled to annual vacation pay, based on their continuous years of service with the Employer (and its predecessor contractors) and their base hourly wage at the time payment is made, in accordance with the following schedule:

Upon completion of 1 year of service	80 hours
Upon completion of 5 years of service	120 hours
Upon completion of 15 years of service	160 hours

Vacation may be used in one week increments if so desired by the Employee, and approved by the Employer.

SECTION 2. Eligible part-time Employees shall be entitled to vacation pay as set forth above, but on a prorated basis as calculated by the percentage of hours worked the prior year (the year the vacation was earned) as compared to 2,080 hours.

SECTION 3. Each Employee who qualifies for a vacation in accordance with the provisions of this Article shall notify his/her Site Supervisor in writing prior to June 1st of each year of his or her first and second choice for desired vacation periods, if any. The Site Supervisor will attempt to approve / disapprove vacation schedules within ten (10) days of the request. All approved requests for vacation shall be logged at the site. A copy of the approved/disapproved vacation request shall be forwarded to the corporate office and Employee. Vacation requests received after June 1st for Thanksgiving, Christmas, and New Years Day shall rest exclusively with the Employer in order to insure orderly and efficient operations.

SECTION 4. Earned vacation pay shall be paid within thirty (30) days after the Employee's anniversary date of employment Subject to Section 2, above, vacation time will be taken without additional pay.

SECTION 5. Length of service with the Employer shall not accrue for purpose of vacation benefits while an Employee is on a leave of absence.

SECTION 6. TERMINATING EMPLOYEES

Upon termination of employment, Employees will be paid at their individual hourly rate for any earned but unused vacation time. Vacation pay accumulates per the Service Contract Act.

ARTICLE XIII — UNPAID LEAVES OF ABSENCE

SECTION 1. Personal leaves of absences not to exceed thirty (30) calendar days may be granted at the discretion of the Employer without loss of seniority to seniority Employees.

SECTION 2. A non-probationary Employee may be granted a medical leave of absence under in accordance with the provisions of the Family Medical and Leave Act ("FMLA"), 29 U.S.C. § 2601 *et seq.*, and the District of Columbia Family and Medical Leave Act of 1990, D.C. CODE §32-501(1), for a specified period not to exceed twelve (12) weeks, sixteen (16) weeks if in the District of Columbia, provided the Employee's reason for the FMLA leave is made known to the Employer in accordance with the provisions of this Article, is supported by a doctors certificate showing the nature of the illness and the probable duration of the condition or illness. During such leave, the Employee shall be required to furnish a similar report from a doctor when requested on a reasonable basis by the Employer. Upon the expiration of said leave, if the Employee used FMLA leave for his or her own serious health condition, the Employee shall furnish the Employer with a statement, signed by a physician, which established the fitness of the Employee to return to the Employee's job. Should the Employer have reason to doubt the fitness of the Employee to return to the Employee's job, the Employer may, at its own expense, require the Employee to pass a physical examination to the satisfaction of a physician appointed by the Employer prior to the Employee's return to work.

SECTION 3. An Employee shall be granted a Military Leave of Absence, as required under the Federal Law, for the time spent in full-time active duty in the Armed Forces of the United States. The Period of such a leave, and reinstatement upon the expiration of such leave, shall be determined in accordance with applicable Federal laws in effect at the time of such leave.

SECTION 4. A leave of absence shall be processed in the following manner:

- A. Any request for a leave of absence shall be submitted in writing at least ten (10) calendar days prior to the date such leave shall take effect, except in case of emergency, and shall include:
- 1) The reasons for such leave;
 - 2) The effective date of such leave; and
 - 3) The estimated date of return to work.

- B. The Site Supervisor shall submit the written request for a leave of absence to the Employee's Project Manager or designee for final disposition.
- C. If the request for a leave of absence is approved, a copy of the approved leave of absence will be given to the Employee involved.
- D. The Employee may be granted extensions of a leave of absence at the discretion of the Employer upon written request within ten (10) calendar days prior to the expiration of the leave. Extensions should not total more than thirty (30) calendar days.

SECTION 5. All Leave of absences shall be subject to the following general provisions:

- A. Seniority shall accumulate during the period of any approved leave of absence subject to the provisions of Article III of this Agreement.
- B. Any Employee who received a leave of absence for a definite period of time shall not be entitled to return to work until expiration of such leave or unless the Employer elects to waive this provision.
- C. Such leaves shall be without payroll compensation or benefits unless the Employee is eligible for personal days under the provisions of this Agreement, and then those benefits shall be the sole source of payment to the Employees.
- D. Leaves covered by the Family and Medical Leave Act (FMLA), for Employees eligible for said leaves, shall be administered in a manner consistent with said Act, as determined by the Employer, and the Employer may require the Employee to use accrued vacation and personal days, and other leave benefits under this Agreement, concurrent with the leaves granted under the FMLA, as allowed by the Act. A copy of the general rights under the FMLA is attached to this Agreement as Appendix A.

SECTION 6. UNION LEAVE

A Union officer or delegate will be granted an unpaid leave of absence upon written request for the purpose of attending Union conventions or other meetings of vital interest to the United Government Security Officers of America. The maximum number of days given for union leave is not to exceed five (5) days per contract year and the maximum number of union officers or delegates to be granted leave of absence is not to exceed two (2) Employees per Local Union.

SECTION 7. PREGNANCY LEAVE

In accordance with the D.C. Human Rights Act female officers may continue to work beyond the thirty (30) day limited duty period with the approval of their attending physician.

ARTICLE XIV — HEALTH AND WELFARE

SECTION 1. For the life of this Agreement, the Employer will make health and welfare payments to Employees for the first forty (40) hours of any work week at the hourly rate described below.

2008	\$3.19 per hour
2009	per wage determination
2010	per wage determination

The term “per wage determination” means that the health and welfare payments for 2009 and 2010 will be at least as high as the local prevailing rate wage determination. The health and welfare payments for 2009 and 2010 will be no lower than the health and welfare payments for 2008 and will increase based on the local prevailing rate wage determination.

SECTION 2. In lieu of paying the above amounts, the Employer may, in its discretion, offer Employees the opportunity to participate in an Employer sponsored health plan or cash payment at the discretion of the Employer. The provision of such a plan, and any balance of health and welfare payments required by law, may be offered, and terminated to the extent allowed by federal law.

SECTION 3. The Employer may offer Employees the opportunity to participate in other non-retirement related fringe benefit programs generally made available to other non-bargaining unit Employees employed by the Company as said programs may be in effect from time to time at the Employer’s discretion, including cafeteria plans, payroll deduction plans, insurance plans, etc. Therefore, it is specifically understood that Employees shall continue to be eligible to participate in a group health plan generally available to its non-unit Employees, or an individual health plan.

ARTICLE XV – UNION SECURITY

SECTION 15.1. DUES CHECK –OFF

The Company agrees to deduct Union dues from the paychecks of the Employee, every two weeks. The amount of dues deduction will be set by the Union and provided to the Company in writing. The deductions will only be made upon receipt of written authorization from the Employee. The written authorization will be provided on a form supplied by the Union. An Employee may withdraw the Employee’s authorization for dues deductions by notifying the

Company and the Union in writing. The notice must be at least two full bi-weekly pay periods in advance of the termination date. The authorized deduction will only be made as long as the Company is authorized to do so.

The Company will send a check to the International Union for the dues deducted within 7 days from when the deduction occurred. The Union will notify the Company, in writing of the address to which the check will be sent. The Union will notify the Company in writing of any changes to the method of payment or point of contact. The Union agrees to indemnify and save the Company harmless against any claim, suits, judgments, or liabilities of any sort whatsoever arising out of the Company's compliance with the provisions of this Section.

SECTION 15.2. AGENCY SHOP

All Employees regularly employed in the District of Columbia, and Maryland or at any federal enclave, who are not members of the Union shall pay the Union a service fee. This service fee shall be an amount determined by a certified public accountant as necessary to cover the cost of representational expenditures.

- A. An Employee who is a member of the Union at the time this Agreement becomes effective shall continue membership in the Union for the duration of this Agreement, to the extent of tendering the membership dues uniformly required as a condition of retaining membership in the Union.
- B. An Employee who is not a member of this Union at the time that this Agreement becomes effective shall, within ten (10) days after the 30th day following the effective date of this Agreement either:
 - 1) Become a member of the Union and remain a member.
 - 2) As an Employee, it is required that all members of the bargaining unit shall be required to pay to the Union a service fee. The amount of this service fee shall be equal to that considered to be a representational expenditure. The service fee will not include any Assessments, special or otherwise, such payments shall commence on the 30th day after the date of hire as a condition of continued employment.
 - 3) Employees who are members of, and adhere to the established and traditional tenets of a bona-fide religion, body, or sect, which has historically held conscientious objections to joining or financially supporting labor organizations, shall, instead of the above, be allowed to make payments in amounts equal to the agency fee required above, to a tax-exempt organization (under Section 501 (c) (3) of the IRS Code. Further, any Employee who exercises this option shall twice a year submit to the Union proof that the charitable contributions have been made.

- C. The obligations set forth in this Article shall only be effective to the extent permitted by controlling law, including, but not limited to, any Executive Orders permitting or restricting union security rights. If there is a legal challenge to any provision of this Article, the Employer may suspend its obligations under this Article during the contemplation and trial of the dispute after written notice to the Union.
- D. The Union, including its International, agrees to save and hold the Employee harmless from any and all claims, actions, suits, damages, or costs, including reasonable attorney fees incurred by the Employer, on account of any matter relating to the terms of this Article, including, but not limited to any claims by an Employee (s), and compliance with the law.

ARTICLE XVI — GENERAL PROVISIONS

SECTION 1. Neither the Employer nor the Union shall discriminate against any Employee on the basis of race, creed, color, sex, age, national origin, disability or other legally protected classification, as prohibited by controlling law.

SECTION 2. Neither Union officials nor Union members shall, during working time (excluding break and lunch periods), solicit membership, receive applications, hold meetings of any kind for the transaction of Union business, or conduct any Union activity other than the handling of grievances to the extent such work time activity is specifically allowed by the Employer.

SECTION 3. The Union may request the release of Employees for the purpose of attending to Union business. Such requests shall be made at least two (2) weeks in advance of the time for the leave, and shall be in writing. No more than two (2) Employees may be released within the Company under this provision on any one occasion. Except for purposes of negotiations scheduled with the Employer during work time, such leaves shall not exceed a total for five (5) days per contract year, unless otherwise agreed to by the Employer. Leave time requested and within the basic parameters of this provision will not be unreasonably denied, and will be granted if coverage is available without the Employer incurring overtime, and the release will not impair the Employers obligations under its contract with the Government. Leaves granted under this provision shall be without compensation by the Employer.

SECTION 4. The Employer shall reimburse Employees for all required and approved travel expenses as required by and reimbursable under the Federal law.

SECTION 5. Employees shall not use government or Company telephones for unauthorized purposes. To the extent possible and feasible, and in accordance with local procedures, personal messages (name and number) of calls received in the office, will normally be taken and forwarded to the Employee. If a call for an Employee appears to be an emergency, the Employee shall be notified as soon as is practicable and a relief shall be made available.

SECTION 6. The Company will not open an Employee's locker except in the presence of the Employee, a Union Steward, or a Union Official.

SECTION 7. LIGHT DUTY

In the event of injury or illness that is deemed non-communicable and verified by a written medical report from a licensed physician, the Employee will be granted "light duty" status, if any is available and as long as it does not interfere with the business of the Government, at the approval of the Contract Administrator in writing to the Company. The injury or illness of "light duty" status must be temporary, and can not be for more than thirty (30) days per contract year.

The Company will identify posts and locations in advance where "light duty" employment may continue under this section. It is understood that female Officers while pregnant may continue to work at these light duty sites with restrictions from their doctor, and not be limited to the 30 day requirement herein.

SECTION 8. Except as modified by this Agreement, the parties' past practices shall continue in full force and effect.

SECTION 9. TRAINING

The Employer will make its best effort to implement its advanced Special Police Officer/Security Guard training program to enhance the professional capabilities of the Employees. Actual scheduling of training is subject to approval by the District of Columbia Government and may be subject to funding by the District of Columbia Government.

SECTION 10. SAFETY POLICY

It is the policy of the Employer to provide Employees with work places and conditions of employment that are free from or protected against occupational safety and health hazards. The Employer agrees to permit one (1) bargaining unit member selected by the Union to participate in any locally scheduled safety meetings.

SECTION 11. OSHA STANDARDS

The Employer will report any safety violations observed or reported to the Employer in any Government provided Special Police Officer/Security Guard work stations and break rooms.

SECTION 12. BULLETIN BOARDS

The Employer will make its best effort to obtain from the District Government for the use of the Employees a bulletin board that will be used by the Union for posting notices of meetings,

elections, appointments, recreational and social affairs, and other Union notices. The providing of these facilities is the prerogative of the District of Columbia Government. Only Union officials and shop stewards shall be authorized to place and remove Union related information on the designated bulletin boards. It shall be the sole responsibility of the Union to enforce this rule.

ARTICLE XVII— STRIKES AND LOCKOUTS

SECTION 1. So long as this Agreement is in effect, the Union will not cause, nor permit its members to cause, nor will any member of the Union take part in, any strike, including a, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the Employer's or Government's operations for any reason whatsoever. Nor will the Union authorize or sanction the same. Upon hearing of any unauthorized strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the operation of the Employer, the Union shall take the necessary steps to avert or bring such activity to a prompt termination.

SECTION 2. During the life of this Agreement, the Employer shall not lockout any Employees covered hereunder.

SECTION 3. An Employee will not be required to work behind a picket line of any picket sanctioned by the United Government Security Officers of America International Union.

ARTICLE XVIII — PARTIAL VALIDITY

SECTION 1. If any provision of the Agreement or any application of the Agreement to any Employee or group of Employees shall be determined to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Upon such a determination, either party may seek to bargain with regard to the effect thereof by submitting written notice of intent to bargain within thirty (30) calendar days of the determination.

ARTICLE XIX — WAIVER, ENTIRE AGREEMENT AND AMENDMENTS

SECTION 1. This Agreement constitutes the full and complete agreement between the Employer and the Union; it being understood that nothing shall be implied as being binding on the parties hereto except to the extent expressly set forth in this Agreement.

SECTION 2. This Agreement can only be modified by the express, written and signed agreement of the parties.

ARTICLE XX – TERMINATION

SECTION 1. This Agreement shall remain in full force and effect until 11:59 p.m. on May 30, 2011 (or any extension periods granted by the Government, whichever is later), and thereafter for successive periods of one (1) year, unless either party, at least one full year before the Agreements stated expiration, serves a written notice on the other party of a desire to terminate this Agreement upon the upcoming applicable expiration date.

SECTION 2. Notices required by the parties under this Article shall be sent by certified mail to the other party, with notices to the Employer to be sent to the Director of Human Resources.

SECTION 3. This Agreement shall take effect upon its execution by both parties, and it supersedes any and all prior agreements or understanding between the parties.

IN WITNESS WHEREOF, the parties have caused their representatives to sign this Agreement as full acknowledgment of their intention to be bound by the Agreement.

Ava Ramey
**United Government Security Officers
Of America, International Union**

Tyrone A. Thompson
Hawk One Security, Inc.

By: Ava Ramey
Title: Trustee, UGSOA Local 21
Date: 5-14-08

By: Tyrone Thompson
Title: President, Hawk One
Date: 5-14-08

**MEMORANDUM OF AGREEMENT
BETWEEN HAWK ONE SECURITY, INC.
AND
UGSOA LOCAL 21**

ATTACHMENT A

ARTICLE IX – WAGES

SECTION 1. Effective June 1, 2008 and each year of employment thereafter, each Employee covered by this Agreement who is classified and assigned to work as a Security Guard/Special Police Officer (as per the Service Contract Act) shall be paid hourly wages in accordance with the following schedule:

	<u>Security Officer</u>	<u>Special Police Officer</u>
2008	\$12.86	\$19.73

The Parties agree to re-open this Agreement for the period of no more than fifteen (15) days starting June 1, 2009, and June 1, 2010, in order to negotiate wages for the year of June 1, 2009-May 31, 2010, and the year June 1, 2010-May 31, 2011. This clause only gives the Parties the right to re-open the Agreement for the purposes of negotiating wages; except as provided under Article XIV of this Agreement, no other provisions contained in this Agreement shall be subject to being reopened and renegotiated under the provisions of this Article.

ARTICLE XIV — HEALTH AND WELFARE

SECTION 1. For the life of this Agreement, the Employer will make health and welfare payments to Employees for the first forty (40) hours of any work week at the hourly rate described below.

2008 \$3.16 per hour

The Parties agree to re-open this Agreement for the period of no more than fifteen (15) days starting June 1, 2009, and June 1, 2010, in order to negotiate the health and welfare payments for the year of June 1, 2009-May 31, 2010, and the year June 1, 2010-May 31, 2011. This clause only gives the Parties the right to re-open the Agreement for the purposes of negotiating health and welfare payments; except as provided under Article IX of this Agreement, no other provisions contained in this Agreement shall be subject to being reopened and renegotiated under the provisions of this Article.

MEMORANDUM OF UNDERSTANDING

In light of the following recitation of facts, United Government Security Officers of America Local 21 ("UGSOA Local 21" or "Union") and Hawk One Security, Inc. ("Hawk One" or "Employer"), also herein known as the Parties, agree to this Memorandum of Understanding ("MOU").

WHEREAS, the Parties completed negotiations on a new collective bargaining agreement ("CBA") to govern the terms and conditions of employment for the Employer's employees represented by the Union during the period of June 1, 2008, until May 31, 2010; and

WHEREAS, the Parties have agreed on wages for the year 2008 as set out in the CBA; and

WHEREAS, the Parties have agreed on the health and welfare payment for the year 2008 as set out in the CBA;

The Parties agree to the following:

1. The wages as listed in Article IX, Section 1 of the CBA will be paid by the Employer if the District of Columbia Council approves the wages and authorizes appropriate funds for Employer to pay the wages.
2. The health and welfare payment as listed in Article XIV, Section 1 of the CBA will be paid by the Employer if the District of Columbia Council approves the health and welfare payment and authorizes appropriate funds for Employer to pay the health and welfare payment.
3. If the District of Columbia Council does not approve the wages, the Employer will pay wages at the rate based on the local prevailing rate wage determination. If the District of Columbia Council does not approve the health and welfare payment, the Employer will pay health and welfare based on the local prevailing rate wage determination.
4. This MOU applies only to the wages found in Article IX of the CBA and health and welfare payments found in Article XIV of the CBA and only for the first year of the CBA, 2008. It does not impact or affect any other part of the CBA.

Ava Ramey
 Ava Ramey
 Trustee for Union

5-14-08
 Date

Tyrone A. Thompson
 Tyrone Thompson
 President, Hawk One Security, Inc.

5-14-08
 Date

MEMORANDUM OF AGREEMENT

In light of the following recitation of facts, United Government Security Officers of America Local 21 ("UGSOA Local 21" or "Union") and Hawk One Security, Inc. ("Hawk One" or "Employer"), also herein known as the Parties, agree to this Memorandum of Agreement ("MOA").

STATEMENT OF FACTS:

1. In August 2008, the Parties were informed by the U.S. Department of Labor ("DoL"), through Enforcement Agent Clarence Strain, that the provisions contained in Article IX, Section 1 and Article XIV, Section 1 of the current Collective Bargaining Agreement ("CBA") providing that the wages and health and welfare payments for the years of June 1, 2009-May 31, 2010, and June 1, 2010-May 31, 2011, be determined by the local prevailing rate wage issued by DoL were considered to contain contingent clauses.
2. According to Mr. Strain, the DoL considered negotiated clauses in collective bargaining agreements containing contingencies to not have been negotiated at arms-length as required by the McNamara-O'Hara Service Contract Act, 41 U.S.C. § 351(a)(1), for agreements to become prevailing wage determinations. As a result, the DoL would be rejecting the Parties' CBA and not allowing the wage and health and welfare provisions to become the prevailing rate wage determination for the bargaining unit members.
3. The Parties negotiated the wage and health and welfare provisions contained in CBA Articles IX and XIV in good faith believing that, because the provisions contained a date indicating which DoL local prevailing rate wage determination would apply, the provisions in question were not contingent and were legitimately negotiated at arms length. They understood that DoL had previously interpreted the SCA to find that provisions containing the language equivalent to that found in Articles IX and XIV of the CBA to be negotiated at arms-length and the proper basis for prevailing rate wage determinations. Prior to August 2008, the Parties were not aware that DoL had altered its interpretation of the SCA to disallow provisions containing the language found in Articles IX and XIV.
4. The Parties understand that they could appeal DoL's interpretation of the SCA as described by Mr. Strain and, through an administrative appeal, could seek to have DoL apply the prior interpretation of the SCA to the CBA and allow the language originally negotiated in Articles IX and XIV of the CBA as negotiated at arms-length, making it a proper basis for a DoL prevailing rate wage determination. They believe that they would have a reasonable chance of prevailing in an appeal.
5. Nonetheless, the Parties agree that they would rather avoid litigation before DoL and enter into this MOA with the intent of avoiding costly litigation that would cause uncertainty over the state of the CBA.

TERMS:

- 6. The Parties agree that this MOA alters and supercedes the terms of Article IX, Section 1 and Article XIV, Section 1 contained in the CBA.
- 7. The Parties agree to replace the language found at Article IX, Section 1 and Article XIV, Section 1 with the language in Attachment A.
- 8. The Parties agree that all other provisions in the CBA remain as originally negotiated without change.
- 9. The provisions found in Attachment A are wholly incorporated into the CBA and are a part of the CBA. They do not constitute parole or extrinsic evidence for the purposes of CBA interpretation.
- 10. The provisions found in Attachment A become effective upon the date of the latest signature listed below.

Ava Ramey
 Ava Ramey
 Trustee for Union

9-2-08
 Date

Tyrone A. Thompson
 Tyrone Thompson
 President, Hawk One Security, Inc.

9-2-08
 Date

ARTICLE XIV — HEALTH AND WELFARE

SECTION 1. For the life of this Agreement, the Employer will make health and welfare payments to Employees for the first forty (40) hours of any work week at the hourly rate described below.

2008

\$ 3.16 TAT
-\$3.24 per hour *HR*

The Parties agree to re-open this Agreement for the period of no more than fifteen (15) days starting June 1, 2009, and June 1, 2010, in order to negotiate the health and welfare payments for the year of June 1, 2009-May 31, 2010, and the year June 1, 2010-May 31, 2011. This clause only gives the Parties the right to re-open the Agreement for the purposes of negotiating health and welfare payments; except as provided under Article IX of this Agreement, no other provisions contained in this Agreement shall be subject to being reopened and renegotiated under the provisions of this Article.

J.2.5

**THE FOLLOWING DOCUMENT IS INCORPORATED AS
ATTACHMENT J.2.5 AND SHALL BE INCORPORATED WITH THE**

THE OFFICE OF CONTRACTING AND PROCUREMENT

NOTICE OF EMERGENCY RULEMAKING

The Chief Procurement Officer of the District of Columbia, pursuant to authority granted to the Mayor by section 204 of the District of Columbia Procurement Practices Act of 1985 (PPA), effective February 21, 1986 (D.C. Law 6-85; D.C. Official Code § 2-302.04), Title II of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; D.C. Official Code § 4-1501.01 *et seq.*)(2008 Repl.), as amended by Title II of the Omnibus Public Safety Amendment Act of 2006, effective April 24, 2007 (D.C. Law 16-306; 54 DCR 6577) (Act), Mayor's Order 2002-207 (dated December 18, 2002) and Mayor's Order 2007-95 (dated April 18, 2007) hereby gives notice of the adoption of the following emergency rules to add a new Chapter 5 of Title 27 of the District of Columbia Municipal Regulations (Contracts and Procurement). The rulemaking is intended to implement section 211 of Title II of the Act authorizing the Mayor to issue rules requiring that criminal background and traffic records checks be obtained for applicants for employment with, and employees and unsupervised volunteers of any private entity that contracts with the District to provide direct services to children or youth as those terms are defined in the Act.

Mayor's Order 2007-95 delegates to the Chief Procurement Officer the authority vested in the Mayor in section 211 of the Act to issue rules governing the criminal background check and the traffic record check requirements in sections 203 and 204(b)(2) of the Act, for persons and private entities being considered for contractual work providing direct services to children and youth for District covered agencies.

The rules were originally adopted as emergency and proposed rules on August 17, 2007 and published in the *D.C. Register* on September 7, 2007, at 54 DCR 8846. After Council review, certain changes were made which required substantive changes to the rules as originally adopted.

The revised rules were adopted as emergency and proposed rules on June 17, 2008 and published in the *D.C. Register* on June 27, 2008, at 55 DCR 7131. The current emergency rules expire on February 12, 2009. No changes have been made to the text of the proposed rules as published.

This emergency rulemaking action, pursuant to section 6(c) of the District of Columbia Administrative Procedure Act, effective October 21, 1968 (82 Stat. 1206; D.C. Official Code § 2-505(c)), is justified by the need to ensure preservation of the welfare of children and youth being served by contractors with the District of Columbia agencies listed in Mayor's Order 2007-95. These emergency rules will replace those currently in effect, and remain in effect up to one hundred twenty (120) days from date of adoption, unless earlier superseded by another rulemaking notice or by publication of a Notice of Final Rulemaking in the *D.C. Register*.

A new Chapter 5 is added to Title 27 to read as follows:

CHAPTER 5

CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR DISTRICT GOVERNMENT CONTRACTORS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH

500 GENERAL PROVISIONS

- 500.1** A private entity that provides services as a covered child or youth services provider, as defined in section 202(3) of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; D.C. Official Code § 4-1501.01 *et seq.*), as amended (Act), shall obtain criminal history records to investigate persons applying for employment, in either a compensated or an unsupervised volunteer position, as well as its current employees and unsupervised volunteers.
- 500.2** A private entity is required to obtain traffic records to investigate persons applying for employment, or current employees and volunteers of private entities, when that person will be required to drive a motor vehicle to transport children in the course of performing his or her duties.
- 500.3** The following individuals are not required to submit to a criminal background check:
- (a) Applicants for, or employees or volunteers working in positions at a private entity that will not bring them in direct contact with children or youth;
 - (b) Applicants, employees and volunteers who have federal security clearance; or
 - (c) Volunteers who have only supervised contact with children or youth.

501 NOTICE TO PRIVATE ENTITY

- 501.1** Each solicitation and contract subject to the Act, shall:
- (a) identify the positions that will require a criminal background check and/or a traffic record check;
 - (b) contain a clause requiring the private entity to inform all applicants requiring a criminal background check that a criminal background check must be conducted on the applicant before the applicant may be offered a compensated position or an unsupervised volunteer position;

- (c) contain a clause requiring the private entity to inform all applicants requiring a traffic records check that a traffic records check must be conducted on the applicant before the applicant may be offered a compensated position or a volunteer position;
- (d) contain a provision requiring the private entity to obtain a written authorization from each applicant, employee and unsupervised volunteer which authorizes the District to conduct a criminal background check;
- (e) contain a provision requiring the private entity to obtain a written confirmation from each applicant, employee and unsupervised volunteer stating that the private entity has informed him or her that the District is authorized to conduct a criminal background check;
- (f) contain a provision requiring the private entity to obtain a signed affirmation from each applicant, employee and unsupervised volunteer stating whether or not they have been convicted of a crime, pleaded nolo contendere, are on probation before judgment or placement of a case upon a stet docket, or have been found not guilty by reason of insanity, for any sexual offenses or intra-family offenses in the District of Columbia or their equivalent in any other state or territory, or for any of the following felony offenses or their equivalent in any other state or territory:
 - (i) Murder, attempted murder, manslaughter, or arson;
 - (ii) Assault, assault with a dangerous weapon, mayhem, malicious disfigurement, or threats to do bodily harm;
 - (iii) Burglary;
 - (iv) Robbery;
 - (v) Kidnapping;
 - (vi) Illegal use or possession of a firearm;
 - (vii) 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; but excluding sodomy between consenting adults;
 - (viii) Child abuse or cruelty to children; or
 - (ix) Unlawful distribution of or possession with intent to distribute a controlled substance.

- (g) contain a provision requiring the private entity to obtain a written acknowledgement from each applicant, employee and unsupervised volunteer stating that the private entity has notified them that they are entitled to receive a copy of the criminal background check and to challenge the accuracy and completeness of the report;
- (h) contain a provision requiring the private entity to obtain a written acknowledgement from each applicant, employee and unsupervised volunteer stating that the private entity has notified them that they may be denied employment or a volunteer position, or may be terminated as an employee or volunteer based on the results of the criminal background check;
- (i) contain a provision requiring the private entity to inform each applicant, employee and unsupervised volunteer that a false statement may subject them to criminal penalties; and
- (j) contain a provision requiring the District to identify the positions that will require a criminal background check and/or a traffic records check upon the exercise of each option period of the contract or at any other time specified in the contract.

502 RESPONSIBILITIES OF PRIVATE ENTITY

- 502.1** Before any applicant for employment with a private entity, in either an employee or an unsupervised volunteer position, may be offered a position, the private entity shall inform the applicant that a criminal background check must be conducted on him or her.
- 502.2** Prior to requesting a criminal background check, the private entity shall provide each applicant, employee, or unsupervised volunteer with a form or forms to be utilized for the following purposes:
- (a) To authorize the Metropolitan Police Department or other entity, as appropriate, to conduct the criminal background check and confirm that the applicant, employee, or unsupervised volunteer has been informed that the private entity is authorized and required to conduct a criminal background check;
 - (b) To affirm whether or not the applicant, employee, or unsupervised volunteer has been convicted of a crime, has pleaded nolo contendere, is on probation before judgment or placement of a case upon a stet docket, or has been found not guilty by reason of insanity for any sexual offenses or intra-family offenses in the District of Columbia or their equivalent in any other state or territory of the

United States, or for any of the felony offenses described in section 501.1(f) of this chapter;

- (c) To acknowledge that the applicant, employee, or unsupervised volunteer has been notified of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report;
- (d) To acknowledge that the private entity may choose to deny the applicant employment, assignment to, or an unsupervised volunteer position for which a criminal background check is required based on the outcome of the criminal background check; and
- (e) To inform the applicant or employee that a false statement on the form or forms may subject them to criminal penalties as described in section 506 of this chapter.

502.3 The private entity shall direct the applicant or employee to complete the form or forms specified in section 502.2 and notify the applicant or employee when and where to report to be fingerprinted.

502.4 Unless otherwise provided in the contract, private entities shall request criminal background checks from the Chief, Metropolitan Police Department (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting, for private entities.

502.5 Unless otherwise provided in the contract, private entities shall request traffic record checks from the Director, Department of Motor Vehicles (or designee), who shall be responsible for conducting traffic record checks for private entities.

502.6 Private entities shall pay for the costs for the criminal background checks and traffic record checks required under this chapter and the Act, pursuant to the requirements set forth by the Metropolitan Police Department and the Department of Motor Vehicles.

502.7 A private entity may make an offer of appointment to, or assign a current employee or applicant to, a compensated position contingent upon receipt from the contracting officer of the Contracting Officer's Technical Representative's (COTR) decision after his or her assessment of the criminal background or traffic record check.

502.8 A private entity may not make an offer of appointment to an unsupervised volunteer whose position brings him or her into direct contact with children until it receives from the contracting officer the COTR's decision after his or her assessment of the criminal background or traffic record check. .

- 502.9** A private entity shall not employ or permit to serve as an unsupervised volunteer an applicant or employee who has been convicted of, has pleaded nolo contendere to, is on probation before judgment or placement of a case on the stet docket because of, or has been found not guilty by reason of insanity for any sexual offenses involving a minor.
- 502.10** Private entities shall conduct periodic criminal background checks as specified in the contract for current employees and unsupervised volunteers.
- 502.11** An employee or unsupervised volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the COTR after his or her assessment of a criminal background or traffic record check.
- 502.12** If any application is denied because the COTR determines that the applicant presents a present danger to children or youth, the private entity shall notify the applicant of such determination and inform the applicant in writing that she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination.

503 ASSESSMENT OF INFORMATION FROM CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS

- 503.1** The COTR for the contract shall be solely responsible for assessing the information obtained from each criminal background check report to determine whether a final offer may be made to each applicant or employee. The COTR shall inform the contracting officer of its decision, and the contracting officer shall inform the private entity whether an offer may be made to each applicant.
- 503.2** The COTR for the contract shall be solely responsible for assessing the information obtained from each traffic records check to determine whether a final offer may be made to each applicant or employee. The COTR shall inform the contracting officer of its decision, and the contracting officer shall inform the private entity whether an offer may be made to each applicant.
- 503.3** The information obtained from the criminal background check shall not create a disqualification or presumption against employment or volunteer status of the applicant unless the COTR determines that the applicant poses a present danger to children or youth. The COTR shall consider the following factors to determine whether a final offer may be made to each applicant or employee:
- (a) The specific duties and responsibilities necessarily related to the employment sought;

- (b) The bearing, if any, the criminal offense for which the person was previously convicted will have on his or her fitness or ability to perform one or more of such duties or responsibilities;
- (c) The time which has elapsed since the occurrence of the criminal offense;
- (d) The age of the person at the time of the occurrence of the criminal offense;
- (e) The frequency and seriousness of the criminal offense;
- (f) Any information produced by the person, or produced on his or her behalf, regarding his or her rehabilitation and good conduct since the occurrence of the criminal offense; and
- (g) The public policy that it is beneficial generally for ex-offenders to obtain employment.

504 ACTION AGAINST CONTRACTOR

504.1 The contracting officer may take action, in accordance with the "Default" provision the contract, against any private entity who is found to have violated the provisions of this chapter.

505 CONFIDENTIALITY

505.1 Criminal background check reports obtained under this section shall be confidential and are for the exclusive use of making employment-related determinations under this chapter. Private entities shall not release or otherwise disclose the reports to any person, except when:

- (a) Required as one component of an application for employment with the private entity;
- (b) Requested by the contracting officer or COTR during an official inspection or investigation;
- (c) Ordered by a court;
- (d) Authorized by the written consent of the person being investigated;
- (e) Otherwise required by the contract; or

- (f) Utilized for a corrective or adverse action in a personnel proceeding, including but not limited to, an administrative action under section 502.10.

505.2 An individual who discloses confidential information in violation of this section 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.

506 PENALTY FOR PROVIDING FALSE INFORMATION

506.1 An applicant for employment or a volunteer position with a private entity 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 (D.C. Law 4-164; D.C. Official Code § 22-2405), and, upon conviction, shall be fined not more than \$1,000 or imprisoned for not more than 180 days, or both.

507 RIGHT TO APPEAL CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE'S DECISION

507.1 If a COTR denies an application, the COTR shall notify the contracting officer who shall advise the private entity to notify applicant of such determination. The private entity shall inform the applicant in writing that she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination.

599 DEFINITIONS

599.1 When used in this chapter, the following terms have the meaning ascribed:

Act - Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; D.C. Official Code § 4-1501.01 *et seq.*)(2006 Supp.), as amended by Title II of the Omnibus Public Safety Amendment Act of 2006, effective April 24, 2007 (D.C. Law 16-306; 54 DCR 6577).

Applicant – an individual who has filed a written application for employment, or who has made an affirmative effort through a written application or a verbal request to serve in an unsupervised volunteer position, with a private entity.

Children – individuals twelve (12) years of age and under.

Covered child or youth services provider – any District government agency providing direct services to children and youth and any private entity that contracts with the District to provide direct services to children and youth, or for the benefit of children or youth, that affect the health, safety, and welfare of children or youth, including individual and group counseling, therapy, case management, supervision, or mentoring.

In accordance with Mayor's Order No. 2007-95, the following District agencies shall be subject to the criminal background check and traffic records check provisions of the Act and this chapter for purposes of their own activities, and the activities of private entities and who are parties to contracts entered into on behalf of the following agencies by the Office of Contracting and Procurement:

- * Department of Human Services
- * Department of Health
- * Department of Parks and Recreation
- * Fire and Emergency Medical Services Department
- * Metropolitan Police Department
- * Office of the State Superintendent of Education
- * Department of Mental Health
- * Child and Family Services Agency
- * Department of Youth Rehabilitation Services
- * Department of Employment Services
- * Department on Disability Services
- * Any other agency which as a result of a permanent or temporary change to its mission such as may be caused by reorganization or a similar reason shall become a covered child or youth services provider subject to the Act

Criminal background check – the investigation of an individual's criminal history through the record systems of the Federal Bureau of Investigation and the District of Columbia Metropolitan Police Department.

Employee – an individual who is employed on a full-time, part-time, temporary or contractual basis by a private entity.

Private Entity – any private entity that contracts with the District to provide direct services to children or youth, or for the benefit of children or youth, that affect the health, safety, and welfare of children or youth, including individual and group counseling, therapy, case management, supervision, or mentoring.

Supervised – any person who is under the direct supervision, at all times, of an employee or a volunteer who has received a current, satisfactory criminal background check.

Volunteer – an individual who works without any monetary or any other financial compensation for a private entity.

Youth – an individual between thirteen (13) and seventeen (17) years of age, inclusive.

ATTACHMENT G

**SECTION M
EVALUATION FACTORS**

M.1 Preferences for Certified Business Enterprises

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005”, as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating bids from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

M.1.1 Application of Preferences

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

- M.1.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to this Invitation for Bids (IFB).
- M.1.1.2** Any prime contractor that is a resident-owned business (ROB) certified by the SLBOC or the DSLBD, as applicable, will receive a five percent (5%) reduction in the bid price for a bid submitted by the ROB in response to this IFB.
- M.1.1.3** Any prime contractor that is a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to this IFB.
- M.1.1.4** Any prime contractor that is a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to this IFB.
- M.1.1.5** Any prime contractor that is a local business enterprise with its principal office located in an enterprise zone (DZE) certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to this IFB.
- M.1.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to this IFB.

M.1.2 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve percent (12%) for bids submitted in response to this IFB. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.1.3 Preferences for Certified Joint Ventures

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

M.1.4 Vendor Submission for Preferences

M.1.4.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid, the following documentation, as applicable to the preference being sought:

M.1.4.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB or ROB, to include a copy of all relevant letters of certification from the SLBOC; or

M.1.4.1.2 Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB or ROB, to include a copy of the provisional certification from the DSLBD.

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

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

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

M.1.5 Mandatory Subcontracting Requirement

M.1.5.1 At least 35% of the dollar volume of the contract shall be subcontracted to certified small business enterprises.

M.1.5.2 If there are insufficient qualified SBEs to completely fulfill the subcontracting requirement of the preceding paragraph, then the subcontracting requirement may be satisfied by subcontracting 35% of the dollar volume to any certified business

enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified SBEs are significant participants in the overall subcontracting work.

M.1.6 Certified Business Enterprise Prime Contractor Performance Requirements

M.1.6.1 If a certified business enterprise is selected as a prime contractor and is granted a price reduction pursuant to the Act, that certified business enterprise prime contractor shall perform at least 35% of the contracting effort with its own organization and resources.

M.1.6.2 If the total of the contracting effort, proposed to be performed by the certified business enterprise is less than the amount required by the preceding paragraph, then the certified business enterprise shall not be eligible to receive preference points or a price reduction for a period of not less than two years.

M.1.7 Prime Contractor Performance Requirements Applicable to Joint Ventures

M.1.7.1 If a certified joint venture is selected as a prime contractor and is granted a price reduction pursuant to the Act, the certified business enterprise partner of the joint venture shall perform at least 50% of the contracting effort with its own organization.

M.1.7.2 If the total of the contracting effort proposed to be performed by the certified business enterprise is less than the amount required by the preceding paragraph, then the certified business enterprise shall not be eligible to receive preference points or a price reduction for a period of not less than two years.

M.1.8 Subcontracting Plan

Any prime contractor responding to this solicitation shall submit with its bid, a notarized statement detailing its subcontracting plan. Bids responding to this IFB shall be deemed nonresponsive and shall be rejected if the bidder fails to submit a subcontracting plan that is required by this solicitation. Once the plan is approved by the contracting officer, changes will only occur with the prior written approval of the contracting officer and the Director of DSLBD. Each subcontracting plan shall include the following:

M.1.8.1 A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

M.1.8.2 A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

M.1.8.3 The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;

- M.1.8.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- M.1.8.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- M.1.8.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- M.1.8.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- M.1.8.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
- M.1.8.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises and to award subcontracts to them.

M.1.9 **Compliance Reports**

By the 21st of every month following the execution of the contract, the prime contractor shall submit to the contracting officer and the Director of DSLBD a compliance report detailing the contractor's compliance, for the preceding month, with the subcontracting requirements of the contract. The monthly compliance report shall include the following information:

- M.1.9.1** The dollar amount of the contract or procurement;
- M.1.9.2** A brief description of the goods procured or the services contracted for;
- M.1.9.3** The name and address of the business enterprise from which the goods were procured or services contracted;
- M.1.9.4** Whether the subcontractors to the contract are currently certified business enterprises;
- M.1.9.5** The dollar percentage of the contract or procurement awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- M.1.9.6** A description of the activities the contractor engaged in, in order to achieve the subcontracting requirements set forth in section M.1.5; and

M.1.9.7 A description of any changes to the activities the contractor intends to make by the next month to achieve the requirements set forth in section M.1.5.

M.1.10 **Enforcement and Penalties for Breach of Subcontracting Plan**

M.1.10.1 If during the performance of this contract, the contractor fails to comply with the subcontracting plan submitted in accordance with the requirements of this contract, and as approved by the contracting officer and the Director of DSLBD, and the contracting officer determines the contractor's failure to be a material breach of the contract, the contracting officer shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

M.1.10.2 In addition, the willful breach by a contractor of a subcontracting plan for utilization of certified business enterprises in the performance of a contract, the failure to submit any required subcontracting plan monitoring or compliance report, or the deliberate submission of falsified data may be enforced by the DSLBD through the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach, failure, or falsified submission.

M.2 EVALUATION OF OPTION YEARS

The District will evaluate bids for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

J.2.5

**THE FOLLOWING DOCUMENT IS INCORPORATED AS
ATTACHMENT J.2.5 AND SHALL BE INCORPORATED WITH THE**

THE OFFICE OF CONTRACTING AND PROCUREMENT

NOTICE OF EMERGENCY RULEMAKING

The Chief Procurement Officer of the District of Columbia, pursuant to authority granted to the Mayor by section 204 of the District of Columbia Procurement Practices Act of 1985 (PPA), effective February 21, 1986 (D.C. Law 6-85; D.C. Official Code § 2-302.04), Title II of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; D.C. Official Code § 4-1501.01 *et seq.*)(2008 Repl.), as amended by Title II of the Omnibus Public Safety Amendment Act of 2006, effective April 24, 2007 (D.C. Law 16-306; 54 DCR 6577) (Act), Mayor's Order 2002-207 (dated December 18, 2002) and Mayor's Order 2007-95 (dated April 18, 2007) hereby gives notice of the adoption of the following emergency rules to add a new Chapter 5 of Title 27 of the District of Columbia Municipal Regulations (Contracts and Procurement). The rulemaking is intended to implement section 211 of Title II of the Act authorizing the Mayor to issue rules requiring that criminal background and traffic records checks be obtained for applicants for employment with, and employees and unsupervised volunteers of any private entity that contracts with the District to provide direct services to children or youth as those terms are defined in the Act.

Mayor's Order 2007-95 delegates to the Chief Procurement Officer the authority vested in the Mayor in section 211 of the Act to issue rules governing the criminal background check and the traffic record check requirements in sections 203 and 204(b)(2) of the Act, for persons and private entities being considered for contractual work providing direct services to children and youth for District covered agencies.

The rules were originally adopted as emergency and proposed rules on August 17, 2007 and published in the *D.C. Register* on September 7, 2007, at 54 DCR 8846. After Council review, certain changes were made which required substantive changes to the rules as originally adopted.

The revised rules were adopted as emergency and proposed rules on June 17, 2008 and published in the *D.C. Register* on June 27, 2008, at 55 DCR 7131. The current emergency rules expire on February 12, 2009. No changes have been made to the text of the proposed rules as published.

This emergency rulemaking action, pursuant to section 6(c) of the District of Columbia Administrative Procedure Act, effective October 21, 1968 (82 Stat. 1206; D.C. Official Code § 2-505(c)), is justified by the need to ensure preservation of the welfare of children and youth being served by contractors with the District of Columbia agencies listed in Mayor's Order 2007-95. These emergency rules will replace those currently in effect, and remain in effect up to one hundred twenty (120) days from date of adoption, unless earlier superseded by another rulemaking notice or by publication of a Notice of Final Rulemaking in the *D.C. Register*.

A new Chapter 5 is added to Title 27 to read as follows:

CHAPTER 5

CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR DISTRICT GOVERNMENT CONTRACTORS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH

500 GENERAL PROVISIONS

- 500.1** A private entity that provides services as a covered child or youth services provider, as defined in section 202(3) of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; D.C. Official Code § 4-1501.01 *et seq.*), as amended (Act), shall obtain criminal history records to investigate persons applying for employment, in either a compensated or an unsupervised volunteer position, as well as its current employees and unsupervised volunteers.
- 500.2** A private entity is required to obtain traffic records to investigate persons applying for employment, or current employees and volunteers of private entities, when that person will be required to drive a motor vehicle to transport children in the course of performing his or her duties.
- 500.3** The following individuals are not required to submit to a criminal background check:
- (a) Applicants for, or employees or volunteers working in positions at a private entity that will not bring them in direct contact with children or youth;
 - (b) Applicants, employees and volunteers who have federal security clearance; or
 - (c) Volunteers who have only supervised contact with children or youth.

501 NOTICE TO PRIVATE ENTITY

- 501.1** Each solicitation and contract subject to the Act, shall:
- (a) identify the positions that will require a criminal background check and/or a traffic record check;
 - (b) contain a clause requiring the private entity to inform all applicants requiring a criminal background check that a criminal background check must be conducted on the applicant before the applicant may be offered a compensated position or an unsupervised volunteer position;

- (c) contain a clause requiring the private entity to inform all applicants requiring a traffic records check that a traffic records check must be conducted on the applicant before the applicant may be offered a compensated position or a volunteer position;
- (d) contain a provision requiring the private entity to obtain a written authorization from each applicant, employee and unsupervised volunteer which authorizes the District to conduct a criminal background check;
- (e) contain a provision requiring the private entity to obtain a written confirmation from each applicant, employee and unsupervised volunteer stating that the private entity has informed him or her that the District is authorized to conduct a criminal background check;
- (f) contain a provision requiring the private entity to obtain a signed affirmation from each applicant, employee and unsupervised volunteer stating whether or not they have been convicted of a crime, pleaded nolo contendere, are on probation before judgment or placement of a case upon a stet docket, or have been found not guilty by reason of insanity, for any sexual offenses or intra-family offenses in the District of Columbia or their equivalent in any other state or territory, or for any of the following felony offenses or their equivalent in any other state or territory:
 - (i) Murder, attempted murder, manslaughter, or arson;
 - (ii) Assault, assault with a dangerous weapon, mayhem, malicious disfigurement, or threats to do bodily harm;
 - (iii) Burglary;
 - (iv) Robbery;
 - (v) Kidnapping;
 - (vi) Illegal use or possession of a firearm;
 - (vii) 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; but excluding sodomy between consenting adults;
 - (viii) Child abuse or cruelty to children; or
 - (ix) Unlawful distribution of or possession with intent to distribute a controlled substance.

- (g) contain a provision requiring the private entity to obtain a written acknowledgement from each applicant, employee and unsupervised volunteer stating that the private entity has notified them that they are entitled to receive a copy of the criminal background check and to challenge the accuracy and completeness of the report;
- (h) contain a provision requiring the private entity to obtain a written acknowledgement from each applicant, employee and unsupervised volunteer stating that the private entity has notified them that they may be denied employment or a volunteer position, or may be terminated as an employee or volunteer based on the results of the criminal background check;
- (i) contain a provision requiring the private entity to inform each applicant, employee and unsupervised volunteer that a false statement may subject them to criminal penalties; and
- (j) contain a provision requiring the District to identify the positions that will require a criminal background check and/or a traffic records check upon the exercise of each option period of the contract or at any other time specified in the contract.

502 RESPONSIBILITIES OF PRIVATE ENTITY

502.1 Before any applicant for employment with a private entity, in either an employee or an unsupervised volunteer position, may be offered a position, the private entity shall inform the applicant that a criminal background check must be conducted on him or her.

502.2 Prior to requesting a criminal background check, the private entity shall provide each applicant, employee, or unsupervised volunteer with a form or forms to be utilized for the following purposes:

- (a) To authorize the Metropolitan Police Department or other entity, as appropriate, to conduct the criminal background check and confirm that the applicant, employee, or unsupervised volunteer has been informed that the private entity is authorized and required to conduct a criminal background check;
- (b) To affirm whether or not the applicant, employee, or unsupervised volunteer has been convicted of a crime, has pleaded nolo contendere, is on probation before judgment or placement of a case upon a stet docket, or has been found not guilty by reason of insanity for any sexual offenses or intra-family offenses in the District of Columbia or their equivalent in any other state or territory of the

United States, or for any of the felony offenses described in section 501.1(f) of this chapter;

- (c) To acknowledge that the applicant, employee, or unsupervised volunteer has been notified of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report;
- (d) To acknowledge that the private entity may choose to deny the applicant employment, assignment to, or an unsupervised volunteer position for which a criminal background check is required based on the outcome of the criminal background check; and
- (e) To inform the applicant or employee that a false statement on the form or forms may subject them to criminal penalties as described in section 506 of this chapter.

- 502.3** The private entity shall direct the applicant or employee to complete the form or forms specified in section 502.2 and notify the applicant or employee when and where to report to be fingerprinted.
- 502.4** Unless otherwise provided in the contract, private entities shall request criminal background checks from the Chief, Metropolitan Police Department (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting, for private entities.
- 502.5** Unless otherwise provided in the contract, private entities shall request traffic record checks from the Director, Department of Motor Vehicles (or designee), who shall be responsible for conducting traffic record checks for private entities.
- 502.6** Private entities shall pay for the costs for the criminal background checks and traffic record checks required under this chapter and the Act, pursuant to the requirements set forth by the Metropolitan Police Department and the Department of Motor Vehicles.
- 502.7** A private entity may make an offer of appointment to, or assign a current employee or applicant to, a compensated position contingent upon receipt from the contracting officer of the Contracting Officer's Technical Representative's (COTR) decision after his or her assessment of the criminal background or traffic record check.
- 502.8** A private entity may not make an offer of appointment to an unsupervised volunteer whose position brings him or her into direct contact with children until it receives from the contracting officer the COTR's decision after his or her assessment of the criminal background or traffic record check. .

- 502.9** A private entity shall not employ or permit to serve as an unsupervised volunteer an applicant or employee who has been convicted of, has pleaded nolo contendere to, is on probation before judgment or placement of a case on the stet docket because of, or has been found not guilty by reason of insanity for any sexual offenses involving a minor.
- 502.10** Private entities shall conduct periodic criminal background checks as specified in the contract for current employees and unsupervised volunteers.
- 502.11** An employee or unsupervised volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the COTR after his or her assessment of a criminal background or traffic record check.
- 502.12** If any application is denied because the COTR determines that the applicant presents a present danger to children or youth, the private entity shall notify the applicant of such determination and inform the applicant in writing that she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination.

503 ASSESSMENT OF INFORMATION FROM CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS

- 503.1** The COTR for the contract shall be solely responsible for assessing the information obtained from each criminal background check report to determine whether a final offer may be made to each applicant or employee. The COTR shall inform the contracting officer of its decision, and the contracting officer shall inform the private entity whether an offer may be made to each applicant.
- 503.2** The COTR for the contract shall be solely responsible for assessing the information obtained from each traffic records check to determine whether a final offer may be made to each applicant or employee. The COTR shall inform the contracting officer of its decision, and the contracting officer shall inform the private entity whether an offer may be made to each applicant.
- 503.3** The information obtained from the criminal background check shall not create a disqualification or presumption against employment or volunteer status of the applicant unless the COTR determines that the applicant poses a present danger to children or youth. The COTR shall consider the following factors to determine whether a final offer may be made to each applicant or employee:

- (a) The specific duties and responsibilities necessarily related to the employment sought;

- (b) The bearing, if any, the criminal offense for which the person was previously convicted will have on his or her fitness or ability to perform one or more of such duties or responsibilities;
- (c) The time which has elapsed since the occurrence of the criminal offense;
- (d) The age of the person at the time of the occurrence of the criminal offense;
- (e) The frequency and seriousness of the criminal offense;
- (f) Any information produced by the person, or produced on his or her behalf, regarding his or her rehabilitation and good conduct since the occurrence of the criminal offense; and
- (g) The public policy that it is beneficial generally for ex-offenders to obtain employment.

504 ACTION AGAINST CONTRACTOR

504.1 The contracting officer may take action, in accordance with the "Default" provision the contract, against any private entity who is found to have violated the provisions of this chapter.

505 CONFIDENTIALITY

505.1 Criminal background check reports obtained under this section shall be confidential and are for the exclusive use of making employment-related determinations under this chapter. Private entities shall not release or otherwise disclose the reports to any person, except when:

- (a) Required as one component of an application for employment with the private entity;
- (b) Requested by the contracting officer or COTR during an official inspection or investigation;
- (c) Ordered by a court;
- (d) Authorized by the written consent of the person being investigated;
- (e) Otherwise required by the contract; or

- (f) Utilized for a corrective or adverse action in a personnel proceeding, including but not limited to, an administrative action under section 502.10.

505.2 An individual who discloses confidential information in violation of this section 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.

506 PENALTY FOR PROVIDING FALSE INFORMATION

506.1 An applicant for employment or a volunteer position with a private entity 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 (D.C. Law 4-164; D.C. Official Code § 22-2405), and, upon conviction, shall be fined not more than \$1,000 or imprisoned for not more than 180 days, or both.

507 RIGHT TO APPEAL CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE'S DECISION

507.1 If a COTR denies an application, the COTR shall notify the contracting officer who shall advise the private entity to notify applicant of such determination. The private entity shall inform the applicant in writing that she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination.

599 DEFINITIONS

599.1 When used in this chapter, the following terms have the meaning ascribed:

Act - Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; D.C. Official Code § 4-1501.01 *et seq.*)(2006 Supp.), as amended by Title II of the Omnibus Public Safety Amendment Act of 2006, effective April 24, 2007 (D.C. Law 16-306; 54 DCR 6577).

Applicant – an individual who has filed a written application for employment, or who has made an affirmative effort through a written application or a verbal request to serve in an unsupervised volunteer position, with a private entity.

Children – individuals twelve (12) years of age and under.

Covered child or youth services provider – any District government agency providing direct services to children and youth and any private entity that contracts with the District to provide direct services to children and youth, or for the benefit of children or youth, that affect the health, safety, and welfare of children or youth, including individual and group counseling, therapy, case management, supervision, or mentoring.

In accordance with Mayor's Order No. 2007-95, the following District agencies shall be subject to the criminal background check and traffic records check provisions of the Act and this chapter for purposes of their own activities, and the activities of private entities and who are parties to contracts entered into on behalf of the following agencies by the Office of Contracting and Procurement:

- * Department of Human Services
- * Department of Health
- * Department of Parks and Recreation
- * Fire and Emergency Medical Services Department
- * Metropolitan Police Department
- * Office of the State Superintendent of Education
- * Department of Mental Health
- * Child and Family Services Agency
- * Department of Youth Rehabilitation Services
- * Department of Employment Services
- * Department on Disability Services
- * Any other agency which as a result of a permanent or temporary change to its mission such as may be caused by reorganization or a similar reason shall become a covered child or youth services provider subject to the Act

Criminal background check – the investigation of an individual's criminal history through the record systems of the Federal Bureau of Investigation and the District of Columbia Metropolitan Police Department.

Employee – an individual who is employed on a full-time, part-time, temporary or contractual basis by a private entity.

Private Entity – any private entity that contracts with the District to provide direct services to children or youth, or for the benefit of children or youth, that affect the health, safety, and welfare of children or youth, including individual and group counseling, therapy, case management, supervision, or mentoring.

Supervised – any person who is under the direct supervision, at all times, of an employee or a volunteer who has received a current, satisfactory criminal background check.

Volunteer – an individual who works without any monetary or any other financial compensation for a private entity.

Youth – an individual between thirteen (13) and seventeen (17) years of age, inclusive.