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

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

William W.Gross
Director

Division of
Wage Determinations

Wage Determination No.: 2005-2103
Revision No.: 4
Date Of Revision: 07/05/2007

States: District of Columbia, Maryland, Virginia

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

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	13.79
01012 - Accounting Clerk II	15.49
01013 - Accounting Clerk III	18.43
01020 - Administrative Assistant	23.59
01040 - Court Reporter	18.43
01051 - Data Entry Operator I	12.67
01052 - Data Entry Operator II	13.82
01060 - Dispatcher, Motor Vehicle	16.50
01070 - Document Preparation Clerk	13.29
01090 - Duplicating Machine Operator	13.29
01111 - General Clerk I	13.72
01112 - General Clerk II	15.32
01113 - General Clerk III	18.74
01120 - Housing Referral Assistant	21.66
01141 - Messenger Courier	10.23
01191 - Order Clerk I	14.74
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	15.60
01262 - Personnel Assistant (Employment) II	18.43
01263 - Personnel Assistant (Employment) III	21.66
01270 - Production Control Clerk	21.29
01280 - Receptionist	12.72
01290 - Rental Clerk	15.60
01300 - Scheduler, Maintenance	15.60
01311 - Secretary I	17.03
01312 - Secretary II	18.39
01313 - Secretary III	21.66

01320 - Service Order Dispatcher	15.82
01410 - Supply Technician	23.59
01420 - Survey Worker	18.43
01531 - Travel Clerk I	12.07
01532 - Travel Clerk II	13.01
01533 - Travel Clerk III	13.99
01611 - Word Processor I	13.76
01612 - Word Processor II	15.60
01613 - Word Processor III	18.43
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.26
05010 - Automotive Electrician	21.37
05040 - Automotive Glass Installer	20.14
05070 - Automotive Worker	20.14
05110 - Mobile Equipment Servicer	17.31
05130 - Motor Equipment Metal Mechanic	22.53
05160 - Motor Equipment Metal Worker	20.14
05190 - Motor Vehicle Mechanic	22.53
05220 - Motor Vehicle Mechanic Helper	16.81
05250 - Motor Vehicle Upholstery Worker	19.66
05280 - Motor Vehicle Wrecker	20.14
05310 - Painter, Automotive	21.37
05340 - Radiator Repair Specialist	20.14
05370 - Tire Repairer	14.43
05400 - Transmission Repair Specialist	22.53
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.18
07041 - Cook I	11.97
07042 - Cook II	13.28
07070 - Dishwasher	9.76
07130 - Food Service Worker	10.25
07210 - Meat Cutter	16.07
07260 - Waiter/Waitress	8.59
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.05
09040 - Furniture Handler	12.78
09080 - Furniture Refinisher	18.39
09090 - Furniture Refinisher Helper	14.11
09110 - Furniture Repairer, Minor	16.31
09130 - Upholsterer	18.05
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.67
11060 - Elevator Operator	9.79
11090 - Gardener	15.70
11122 - Housekeeping Aide	10.89
11150 - Janitor	10.89
11210 - Laborer, Grounds Maintenance	12.07
11240 - Maid or Houseman	10.84
11260 - Pruner	11.37
11270 - Tractor Operator	14.19
11330 - Trail Maintenance Worker	12.07
11360 - Window Cleaner	11.31
12000 - Health Occupations	
12010 - Ambulance Driver	16.06
12011 - Breath Alcohol Technician	17.67
12012 - Certified Occupational Therapist Assistant	20.31
12015 - Certified Physical Therapist Assistant	19.99

12020 - Dental Assistant	16.90
12025 - Dental Hygienist	40.68
12030 - EKG Technician	24.34
12035 - Electroneurodiagnostic Technologist	24.34
12040 - Emergency Medical Technician	17.67
12071 - Licensed Practical Nurse I	18.60
12072 - Licensed Practical Nurse II	20.82
12073 - Licensed Practical Nurse III	21.79
12100 - Medical Assistant	14.23
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	14.96
12190 - Medical Record Technician	16.67
12195 - Medical Transcriptionist	16.46
12210 - Nuclear Medicine Technologist	28.93
12221 - Nursing Assistant I	9.75
12222 - Nursing Assistant II	10.96
12223 - Nursing Assistant III	12.99
12224 - Nursing Assistant IV	14.58
12235 - Optical Dispenser	16.67
12236 - Optical Technician	14.41
12250 - Pharmacy Technician	15.75
12280 - Phlebotomist	14.58
12305 - Radiologic Technologist	27.61
12311 - Registered Nurse I	24.92
12312 - Registered Nurse II	31.22
12313 - Registered Nurse II, Specialist	31.22
12314 - Registered Nurse III	37.77
12315 - Registered Nurse III, Anesthetist	37.77
12316 - Registered Nurse IV	45.28
12317 - Scheduler (Drug and Alcohol Testing)	18.04
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.55
13012 - Exhibits Specialist II	23.33
13013 - Exhibits Specialist III	28.11
13041 - Illustrator I	18.73
13042 - Illustrator II	23.42
13043 - Illustrator III	28.82
13047 - Librarian	25.45
13050 - Library Aide/Clerk	12.52
13054 - Library Information Technology Systems Administrator	22.99
13058 - Library Technician	17.88
13061 - Media Specialist I	16.58
13062 - Media Specialist II	18.55
13063 - Media Specialist III	20.68
13071 - Photographer I	14.67
13072 - Photographer II	17.18
13073 - Photographer III	21.52
13074 - Photographer IV	26.05
13075 - Photographer V	29.15
13110 - Video Teleconference Technician	16.58
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.72
14042 - Computer Operator II	18.71
14043 - Computer Operator III	20.86
14044 - Computer Operator IV	23.18
14045 - Computer Operator V	25.66
14071 - Computer Programmer I (1)	21.60

14072 - Computer Programmer II (1)	26.37
14073 - Computer Programmer III (1)	27.62
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	27.62
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	16.72
14160 - Personal Computer Support Technician	23.18
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	34.39
15020 - Aircrew Training Devices Instructor (Rated)	42.72
15030 - Air Crew Training Devices Instructor (Pilot)	50.66
15050 - Computer Based Training Specialist / Instructor	31.26
15060 - Educational Technologist	29.09
15070 - Flight Instructor (Pilot)	50.66
15080 - Graphic Artist	24.95
15090 - Technical Instructor	23.87
15095 - Technical Instructor/Course Developer	29.19
15110 - Test Proctor	19.04
15120 - Tutor	19.04
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.95
16030 - Counter Attendant	8.95
16040 - Dry Cleaner	12.21
16070 - Finisher, Flatwork, Machine	8.95
16090 - Presser, Hand	8.95
16110 - Presser, Machine, Drycleaning	8.95
16130 - Presser, Machine, Shirts	8.95
16160 - Presser, Machine, Wearing Apparel, Laundry	8.95
16190 - Sewing Machine Operator	12.30
16220 - Tailor	13.01
16250 - Washer, Machine	9.81
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.95
19040 - Tool And Die Maker	23.05
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.26
21030 - Material Coordinator	21.29
21040 - Material Expediter	21.29
21050 - Material Handling Laborer	12.65
21071 - Order Filler	13.21
21080 - Production Line Worker (Food Processing)	17.28
21110 - Shipping Packer	14.46
21130 - Shipping/Receiving Clerk	14.46
21140 - Store Worker I	10.44
21150 - Stock Clerk	14.35
21210 - Tools And Parts Attendant	17.26
21410 - Warehouse Specialist	17.26
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.68
23021 - Aircraft Mechanic I	24.46
23022 - Aircraft Mechanic II	25.68
23023 - Aircraft Mechanic III	26.97
23040 - Aircraft Mechanic Helper	16.61
23050 - Aircraft, Painter	23.42
23060 - Aircraft Servicer	18.71
23080 - Aircraft Worker	19.90

23110 - Appliance Mechanic 20.60
23120 - Bicycle Repairer 14.43
23125 - Cable Splicer 24.98
23130 - Carpenter, Maintenance 20.36
23140 - Carpet Layer 18.70
23160 - Electrician, Maintenance 25.37
23181 - Electronics Technician Maintenance I 22.08
23182 - Electronics Technician Maintenance II 23.44
23183 - Electronics Technician Maintenance III 24.70
23260 - Fabric Worker 17.90
23290 - Fire Alarm System Mechanic 21.46
23310 - Fire Extinguisher Repairer 16.50
23311 - Fuel Distribution System Mechanic 22.81
23312 - Fuel Distribution System Operator 19.38
23370 - General Maintenance Worker 20.91
23380 - Ground Support Equipment Mechanic 24.46
23381 - Ground Support Equipment Servicer 18.71
23382 - Ground Support Equipment Worker 19.90
23391 - Gunsmith I 16.50
23392 - Gunsmith II 19.18
23393 - Gunsmith III 21.46
23410 - Heating, Ventilation And Air-Conditioning Mechanic 21.96
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility) 23.13
23430 - Heavy Equipment Mechanic 21.46
23440 - Heavy Equipment Operator 21.46
23460 - Instrument Mechanic 21.46
23465 - Laboratory/Shelter Mechanic 20.36
23470 - Laborer 14.27
23510 - Locksmith 19.76
23530 - Machinery Maintenance Mechanic 21.77
23550 - Machinist, Maintenance 21.52
23580 - Maintenance Trades Helper 15.10
23591 - Metrology Technician I 21.46
23592 - Metrology Technician II 22.61
23593 - Metrology Technician III 23.72
23640 - Millwright 23.30
23710 - Office Appliance Repairer 21.00
23760 - Painter, Maintenance 20.36
23790 - Pipefitter, Maintenance 22.76
23810 - Plumber, Maintenance 20.99
23820 - Pneudraulic Systems Mechanic 21.46
23850 - Rigger 21.46
23870 - Scale Mechanic 19.18
23890 - Sheet-Metal Worker, Maintenance 21.46
23910 - Small Engine Mechanic 20.05
23931 - Telecommunications Mechanic I 25.22
23932 - Telecommunications Mechanic II 26.58
23950 - Telephone Lineman 24.43
23960 - Welder, Combination, Maintenance 21.46
23965 - Well Driller 21.46
23970 - Woodcraft Worker 21.46
23980 - Woodworker 16.50
24000 - Personal Needs Occupations
24570 - Child Care Attendant 11.58
24580 - Child Care Center Clerk 16.15
24610 - Chore Aide 9.58

24620 - Family Readiness And Support Services Coordinator	12.95
24630 - Homemaker	16.75
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.98
25040 - Sewage Plant Operator	20.23
25070 - Stationary Engineer	24.98
25190 - Ventilation Equipment Tender	17.56
25210 - Water Treatment Plant Operator	20.23
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.66
27007 - Baggage Inspector	11.51
27008 - Corrections Officer	19.83
27010 - Court Security Officer	23.26
27030 - Detection Dog Handler	17.66
27040 - Detention Officer	19.83
27070 - Firefighter	22.39
27101 - Guard I	11.51
27102 - Guard II	17.66
27131 - Police Officer I	23.94
27132 - Police Officer II	26.60
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.35
28042 - Carnival Equipment Repairer	13.30
28043 - Carnival Equpment Worker	8.40
28210 - Gate Attendant/Gate Tender	13.01
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	18.04
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	16.85
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.55
29020 - Hatch Tender	20.55
29030 - Line Handler	20.55
29041 - Stevedore I	19.18
29042 - Stevedore II	21.64
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	34.71
30011 - Air Traffic Control Specialist, Station (HFO) (2)	23.94
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	26.36
30021 - Archeological Technician I	17.06
30022 - Archeological Technician II	19.03
30023 - Archeological Technician III	23.76
30030 - Cartographic Technician	24.85
30040 - Civil Engineering Technician	22.19
30061 - Drafter/CAD Operator I	17.92
30062 - Drafter/CAD Operator II	20.06
30063 - Drafter/CAD Operator III	22.36
30064 - Drafter/CAD Operator IV	27.51
30081 - Engineering Technician I	20.19
30082 - Engineering Technician II	22.67
30083 - Engineering Technician III	25.37
30084 - Engineering Technician IV	31.43
30085 - Engineering Technician V	38.44
30086 - Engineering Technician VI	46.51
30090 - Environmental Technician	21.36

30210 - Laboratory Technician	22.36
30240 - Mathematical Technician	26.31
30361 - Paralegal/Legal Assistant I	20.03
30362 - Paralegal/Legal Assistant II	24.82
30363 - Paralegal/Legal Assistant III	30.35
30364 - Paralegal/Legal Assistant IV	36.73
30390 - Photo-Optics Technician	24.85
30461 - Technical Writer I	20.69
30462 - Technical Writer II	25.30
30463 - Technical Writer III	30.61
30491 - Unexploded Ordnance (UXO) Technician I	22.06
30492 - Unexploded Ordnance (UXO) Technician II	26.69
30493 - Unexploded Ordnance (UXO) Technician III	31.99
30494 - Unexploded (UXO) Safety Escort	22.06
30495 - Unexploded (UXO) Sweep Personnel	22.06
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	22.14
30621 - Weather Observer, Senior (2)	23.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.99
31030 - Bus Driver	17.54
31043 - Driver Courier	12.71
31260 - Parking and Lot Attendant	9.06
31290 - Shuttle Bus Driver	13.89
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	13.89
31362 - Truckdriver, Medium	17.09
31363 - Truckdriver, Heavy	18.40
31364 - Truckdriver, Tractor-Trailer	18.40
99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	10.45
99095 - Embalmer	21.77
99251 - Laboratory Animal Caretaker I	10.47
99252 - Laboratory Animal Caretaker II	10.85
99310 - Mortician	27.25
99410 - Pest Controller	14.54
99510 - Photofinishing Worker	11.59
99710 - Recycling Laborer	15.73
99711 - Recycling Specialist	18.72
99730 - Refuse Collector	14.01
99810 - Sales Clerk	11.87
99820 - School Crossing Guard	11.37
99830 - Survey Party Chief	19.76
99831 - Surveying Aide	12.28
99832 - Surveying Technician	18.78
99840 - Vending Machine Attendant	12.61
99841 - Vending Machine Repairer	16.37
99842 - Vending Machine Repairer Helper	12.61

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $3.16 per hour or $126.40 per week or $547.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or

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

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in
accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as
numbered):

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

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

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

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordance, (or employees possibly adjacent to) explosives and incendiary materials

which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

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

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

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at

http://www.dol.gov/esa/whd/ or through the Wage Determinations On-Line (WDOL) Web
site at http://wdol.gov/.

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

Conformance Process:

The contracting officer shall require that any class of service employee which is
not listed herein and which is to be employed under the contract (i.e., the work to
be performed is not performed by any classification listed in the wage
determination), be classified by the contractor so as to provide a reasonable
relationship (i.e., appropriate level of skill comparison) between such unlisted
classifications and the classifications listed in the wage determination. Such
conformed classes of employees shall be paid the monetary wages and furnished the
fringe benefits as are determined. Such conforming process shall be initiated by
the contractor prior to the performance of contract work by such unlisted class(es)
of employees. The conformed classification, wage rate, and/or fringe benefits shall
be retroactive to the commencement date of the contract. {See Section 4.6
(C)(vi)}
When multiple wage determinations are included in a contract, a separate SF 1444
should be prepared for each wage determination to which a class(es) is to be
conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed
occupation) and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order
proposed classification title), a Federal grade equivalency (FGE) for each
proposed classification), job description), and rationale for proposed wage
rate), including information regarding the agreement or disagreement of the
authorized representative of the employees involved, or where there is no authorized
representative, the employees themselves. This report should be submitted to the
contracting officer no later than 30 days after such unlisted class(es) of employees
performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report
of the action, together with the agency's recommendations and pertinent
information including the position of the contractor and the employees, to the Wage
and Hour Division, Employment Standards Administration, U.S. Department of Labor,
for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

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

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

GOVERNMENT OF THE DISTRICT OF COLUMBIA

STANDARD CONTRACT PROVISIONS

FOR USE WITH

DISTRICT OF COLUMBIA GOVERNMENT
SUPPLIES AND SERVICES CONTRACTS

March 2007

OFFICE OF CONTRACTING AND PROCUREMENT
SUITE 700 SOUTH
441 4th STREET, NW
WASHINGTON, DC 20001

STANDARD CONTRACT PROVISIONS

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1. Covenant Against Contingent Fees:

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

2. Shipping Instructions – Consignment:

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

3. Patents:

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

4. Quality:

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

5. Inspection Of Supplies:

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

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

(c) The Contractor shall provide and maintain an inspection system acceptable to the District covering supplies under this contract and shall tender to the District for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the

system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the District during contract performance and for as long afterwards as the contract requires. The District may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under this contract.

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

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

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

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

(f) The District has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or otherwise not in conformity with contract requirements. The District may reject nonconforming supplies with or without disposition instructions.

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

(h) If the Contractor fails to remove, replace, or correct rejected supplies that are required to be replaced or corrected within ten (10) days, the District may either (1) by contract or otherwise, remove, replace or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

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

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

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

(l) Inspections and tests by the District do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(m) If acceptance is not conclusive for any of the reasons in subparagraph (l) hereof, the District, in addition to any other rights and remedies provided by law, or under provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or noncompliance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the District will have the right to return the rejected materials at Contractor's risk and expense or contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the District thereby.

6. <u>Inspection Of Services:</u>

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

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

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

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

(e) If any of the services do not conform to the contract requirements, the District may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the District may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect value of services performed.

(f) If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity to contract requirements, the District may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the District that is directly related to the performance of such services, or (2) terminate the contract for default.

7. <u>Waiver:</u>

The waiver of any breach of the contract will not constitute a waiver of any subsequent breach thereof, or a waiver of the contract.

8. <u>Default:</u>

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

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

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

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

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

(d) If this contract is terminated as provided in paragraph (a) of this clause, the District, in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the District, in the manner and to the extent directed by the Contracting Officer, (i) completed supplies, and (ii) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures plans, drawing information, and contract rights (hereinafter called "manufacturing materials") as the Contractor has specifically produced or specifically acquired for the performance of such part of this contract as has been terminated; and the Contractor shall, upon direction of the Contracting Officer, protect and preserve property in possession of the Contractor in which the District has an interest. Payment for completed supplies delivered to and accepted by the District will be at the contract price. Payment for manufacturing materials delivered to and accepted by the District will be at the contract price. Payment for manufacturing materials delivered to and accepted by the District and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Contracting Officer; failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". The District may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sum as the Contracting Officer determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.

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

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

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

9. Indemnification:

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

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

10. Transfer:

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

11. Taxes:

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

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

"The District of Columbia Government is Exempt from Federal Excise Tax – Registration No. 52-73-0206-K, Internal Revenue Service, Baltimore, Maryland."

Exempt From Maryland Sales Tax, Registered With The Comptroller Of The Treasury As Follows:

a) Deliveries to Glenn Dale Hospital – Exemption No. 4647

b) Deliveries to Children's Center – Exemption No. 4648

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

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

12. Appointment of Attorney:

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

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

13. District Employees Not To Benefit:

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

The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

14. Disputes:

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

B. Claims by a Contractor against the District.

Claim, as used in Section B of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that

contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

(a) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the Contracting Officer for a decision. The contractor's claim shall contain at least the following:

(1) A description of the claim and the amount in dispute;

(2) Any data or other information in support of the claim;

(3) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and

(4) The Contractor's request for relief or other action by the Contracting Officer.

(b) The Contracting Officer may meet with the Contractor in a further attempt to resolve the claim by agreement.

(c) For any claim of $50,000 or less, the Contracting Officer shall issue a decision within sixty (60) days from receipt of a written request from a Contractor that a decision be rendered within that period.

(d) For any claim over $50,000, the Contracting Officer shall issue a decision within ninety (90) days of receipt of the claim. Whenever possible, the Contracting Officer shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.

(e) The Contracting Officer's written decision shall do the following:

(1) Provide a description of the claim or dispute;

(2) Refer to the pertinent contract terms;

(3) State the factual areas of agreement and disagreement;

(4) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;

(5) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;

(6) Indicate that the written document is the contracting officer's final decision; and

(7) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

(f) Any failure by the Contracting Officer to issue a decision on a contract claim within the required time period will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as authorized by D.C. Official Code § 2-309.04.

(g) (1) If a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim.

(2) Liability under paragraph (g)(1) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.

(h) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D. C. Official Code § 2-309.04.

(i) Pending final decision of an appeal, action, or final settlement, a Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

C. Claims by the District against a Contractor

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

(b) (1) All claims by the District against a Contractor arising under or relating to a contract shall be decided by the Contracting Officer.

(2) The Contracting Officer shall send written notice of the claim to the Contractor. The Contracting Officer's written decision shall do the following:

(a) Provide a description of the claim or dispute;

(b) Refer to the pertinent contract terms;

(c) State the factual areas of agreement and disagreement;

(d) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;

(e) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;

(f) Indicate that the written document is the Contracting Officer's final decision; and

(g) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

(3) The decision shall be supported by reasons and shall inform the Contractor of its rights as provided herein.

(4) The authority contained in this clause shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle, or determine.

(5) This clause shall not authorize the Contracting Officer to settle, compromise, pay, or otherwise adjust any claim involving fraud.

(c) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D.C. Official Code §2-309.04.

(d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

15. Changes:

The Contracting Officer may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of this contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment under this paragraph must be asserted within ten (10) days from the date the change is offered; provided, however, that the Contracting Officer, if he or she determines that the facts justify such action, may receive, consider and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in the Disputes clause at Section 18. Nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

16. Termination For Convenience Of The District:

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

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

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all contracts to the extent they relate to the work terminated.

(4) Assign to the District, as directed by the Contracting Officer, all rights, title and interest of the Contractor under the subcontracts terminated, in which case the District will have the right to settle or pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts. The approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the District (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other materials produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract has been completed, would be required to be furnished to the District.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the District has or may acquire an interest.

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

(c) After the expiration of ninety (90) days (or such longer period as may be agreed to) after receipt by the Contracting Officer of acceptable inventory schedules, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality of termination inventory not previously disposed of excluding items authorized for disposition by the Contracting Officer. The Contractor may request the District to remove those items or enter into an agreement for their storage. Within fifteen (15) days, the District will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within forty five (45) days from submission of the list, and shall correct the list, as necessary, before final settlement.

(d) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than one year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this one year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be

received and acted on after one year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due to the Contractor because of the termination and shall pay the amount determined.

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

(f) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (e) above:

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

(2) The total of :

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) above;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subparagraph (f)(1) above; and

(iii) A sum, as profit on subparagraph f(1) above, determined by the Contracting Officer to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subparagraph (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable cost of settlement of the work terminated, including-

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontractors (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

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

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

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

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

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

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

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

(k) (1) The District may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor shall be entitled.

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

other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

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

17. Recovery Of Debts Owed The District:

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

18. Retention and Examination Of Records:

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

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

The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.

The Contracting Officer, the Inspector General and the District of Columbia Auditor, or any of their duly authorized representatives shall, until three years after final payment, have the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to the contract.

19. Non-Discrimination Clause:

(a) The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, approved December 13, 1977, as amended (D. C. Law 2-38; D. C. Official Code §2-1402.11) (2001 Ed.)("Act" as used in this Section). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, Contractor agrees and any subcontractor shall agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause as provided in Section 251 of the Act.

(b) Pursuant to rules of the Office of Human Rights, published on August 15, 1986 in the D. C. Register, Mayor's Order 2002-175 (10/23/02), 49 DCR 9883 and Mayor's Order 2006-151 (11/17/06), 52 DCR 9351, the following clauses apply to this contract:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, genetic information, source of income, or place of residence or business. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.

(2) The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, genetic information, source of income, or place of residence or business.

The affirmative action shall include, but not be limited to the following:

(a) employment, upgrading or transfer;

(b) recruitment, or recruitment advertising;

(c) demotion, layoff, or termination;

(d) rates of pay, or other forms of compensation; and

(e) selection for training and apprenticeship.

(3) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Agency, setting forth the provisions in subsections (b)(1) and (b)(2) concerning non-discrimination and affirmative action.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in subsection (b)(2).

(5) The Contractor agrees to send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor agrees to permit access to his books, records and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of Human Rights or designee, for purposes of investigation to ascertain compliance with this chapter, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.

(7) The Contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the District of Columbia adopted by the Director of the Office of Human Rights, or any authorized official.

(8) The Contractor shall include in every subcontract the equal opportunity clauses, subsections (b)(1) through (b)(9) of this section, so that such provisions shall be binding upon each subcontractor or vendor.

(9) The Contractor shall take such action with respect to any subcontract as the Contracting Officer may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

20. <u>Definitions:</u>

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

21. <u>Health And Safety Standards:</u>

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

22. <u>Appropriation Of Funds:</u>

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

23. <u>Buy American Act:</u>

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

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

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

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

(b) The Contractor shall deliver only domestic end products, except those-

(1) For use outside the United States;

(2) That the District determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality;

(3) For which the District determines that domestic preference would be inconsistent with the public interest; or

(4) For which the District determines the cost to be unreasonable.

24. <u>Service Contract Act of 1965:</u>

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

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

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

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

(c) <u>Compensation</u>.

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or the Secretary's authorized representative, as specified in any wage determination attached to this contract.

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

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

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

(c) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General

Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed;

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

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

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

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

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

(4) The Contractor can discharge the obligation to furnish fringe benefits specified in the attachment or determined under paragraph (2) of this clause by furnishing any equivalent combinations of bona fide fringe

benefits, or by making equivalent or differential cash payments, in accordance with Subpart B and C of 29 CFR 4.

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

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

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

(2) Finds, after a hearing under 29 CFR 4.10, that the wages and benefits provided for by that agreement vary substantially from those prevailing for similar services in the locality or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and 4.11 and parts 6 and 8 that some or all of the wages and fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

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

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

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

(1) For each employee subject to the Act:

(a) Name and address;

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

(c) Daily and weekly hours worked; and

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

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

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

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

(j) Withholding of payments and termination of contract: The Contracting Officer shall withhold from the prime Contractor under this or any other District contract

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

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

(l) Contractor's report:

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

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

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

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

(1)(i) In accordance with regulations issued under Section 14 of the Fair Labor Standards Act of 1938 by the Administrator of the Wage and Hour Division, ESA (29 CFR 520, 521, 524, and 525), apprentices, student learners, and workers whose earning capacity is impaired by age or by physical or mental deficiency or injury, may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1)

of the Service Contract Act, without diminishing any fringe benefits or payments in lieu of these benefits required under section 2(a)(2) of the Act.

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

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

(2) An employee engaged in an occupation in which the employee customarily and regularly receives more than $30 a month in tips shall be credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with regulations in 29 CFR 531. However, the amount of credit shall not exceed 40 percent of the minimum rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 as amended.

25. <u>Cost and Pricing Data:</u>

(a) This paragraph and paragraphs b through e below shall apply to contractors or offerors in regards to: (1) any procurement in excess of $100,000, (2) any contract awarded through competitive sealed proposals, (3) any contract awarded through sole source procurement, or (4) any change order or contract modification. By entering into this contract or submitting this offer, the Contractor or offeror certifies that, to the best of the Contractor's or offeror's knowledge and belief, any cost and pricing data submitted was accurate, complete and current as of the date specified in the contract or offer.

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

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

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

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

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

(1) Vendor quotations;

(2) Nonrecurring costs;

(3) Information on changes in production methods or purchasing volume;

(4) Data supporting projections of business prospects and objectives and related operations costs;

(5) Unit – cost trends such as those associated with labor efficiency;

(6) Make or buy decisions;

(7) Estimated resources to attain business goals;

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

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

(1) final payment under the contract;

(2) final termination settlement; or

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

26. <u>Multiyear Contract:</u>

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

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

27. <u>Termination Of Contracts For Certain Crimes And Violations:</u>

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

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

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

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

(B) The contract provision against contingent fees.

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

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

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

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

Office of the Chief Technology Officer (OCTO)

e-Gov Application Support
LSDBE Online
Internal User Manual

Version 1.2
Date: 30 May 2006

Revision History

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30 May 2006	1.2	Updated screens for Contract Manager and Certification Manager and provided text for new functions	C. Czakoczi

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1 Introduction

1.1 Purpose

The purpose of this document is to provide instructions for internal DC government personnel to use the LSDBE Online application to input information into the Local, Small, Disadvantaged Business Enterprise (LSDBE) database and to prepare on-demand compliance and certification reports.

1.2 Scope

This document covers only those functions accessed via the DC intranet. The document has been broken into sections by roles. The following roles have been covered:

- Administrators
- Contract Managers
- Compliance Managers
- Certification Managers
- Certification Specialists
- Agency LSDBE Liaisons

In addition to the application that is used by internal users, the application also has an external or Internet interface where companies can apply for initial LSDBE certification, recertify, or upgrade their certification as well as enter or verify payment information on contracts.

1.3 Audience

The audience for this document includes:

- Administrators
- Contract Managers
- Compliance Managers
- Certification Managers
- Certification Specialists
- Agency LSDBE Liaisons

1.4 Overview

This application was developed to assist the Department of Small and Local Business Development (DSLBD)to track companies as they apply for LSDBE certification and monitor the various awards and payments to ensure local businesses are receiving the benefits set aside for them. In addition to the application that is used by internal users (see list in Section 1.3 Audience), the application also has an external or Internet interface where companies can apply for initial LSDBE certification, recertify, or upgrade their certification as well as enter or verify payment information.

2 Common Features for All Users

2.1 General Rules for Usage

Do **NOT** use the Browser's back button; use the Go Back button within the application to return to the previous page.

All new internal users will be required to change their passwords at the first login. Any user that has a password reset will also receive a temporary password and will be required to change the password at the first login. Users will be automatically directed to the Change Password screen.

Fields with an asterisk ✱ are required fields.

Selecting a column heading allows you to display the entire table, sorted by the selected column heading. Selecting the heading one time will display that column in an ascending order (A to Z); selecting it a second time will sort in a descending order (Z to A).

2.2 Login

All users must log in to the application by entering a username and password. If a user cannot remember his username or password, he can obtain the information by selecting the Forgot Your Password or Username link.

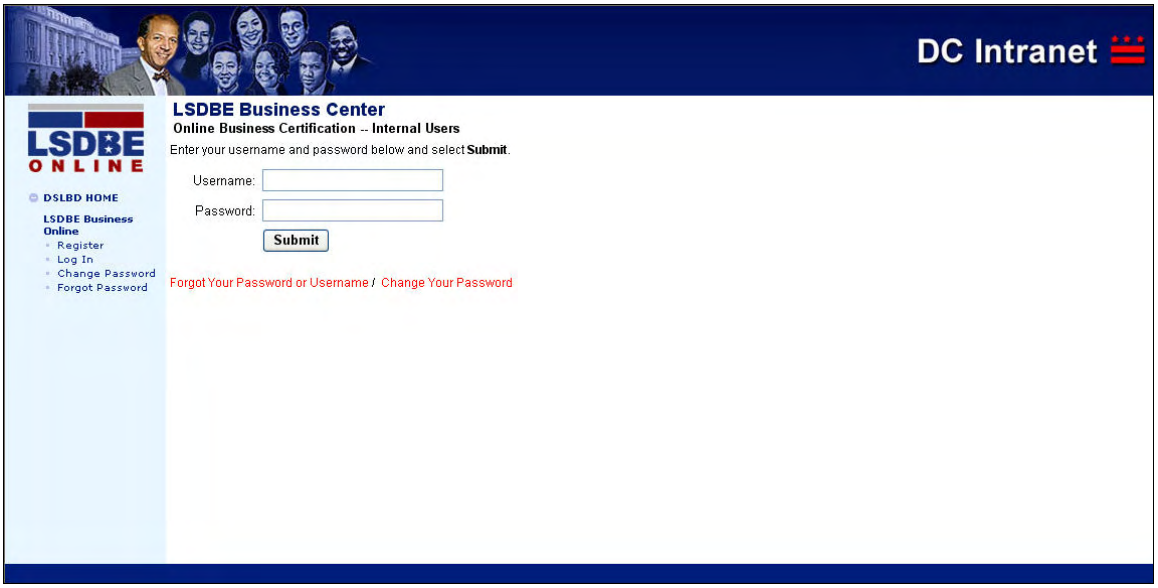


Figure 1: Login Screen

2.3 Forgot Your Password or Username

Selecting the Forgot Your Password or Username link displays the following screen.

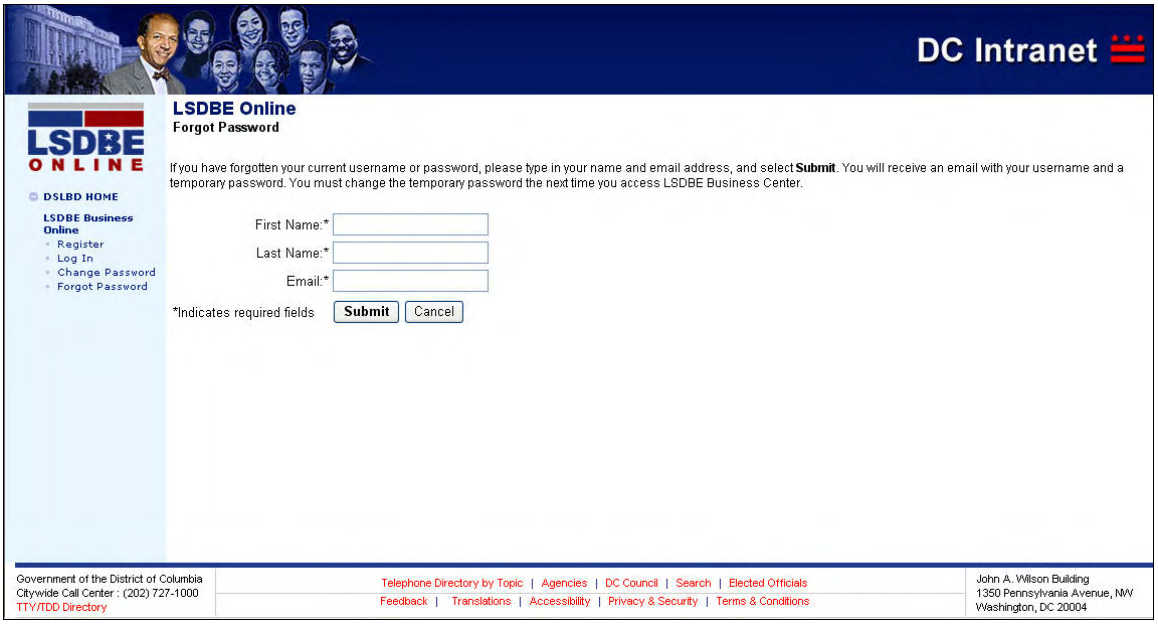


Figure 2: Forgot Password Screen

Enter your first name, last name, and email and then select "Submit." You will receive an email with your username and a temporary password.

2.4 Change Your Password

Selecting the Change Your Password link displays the following screen.

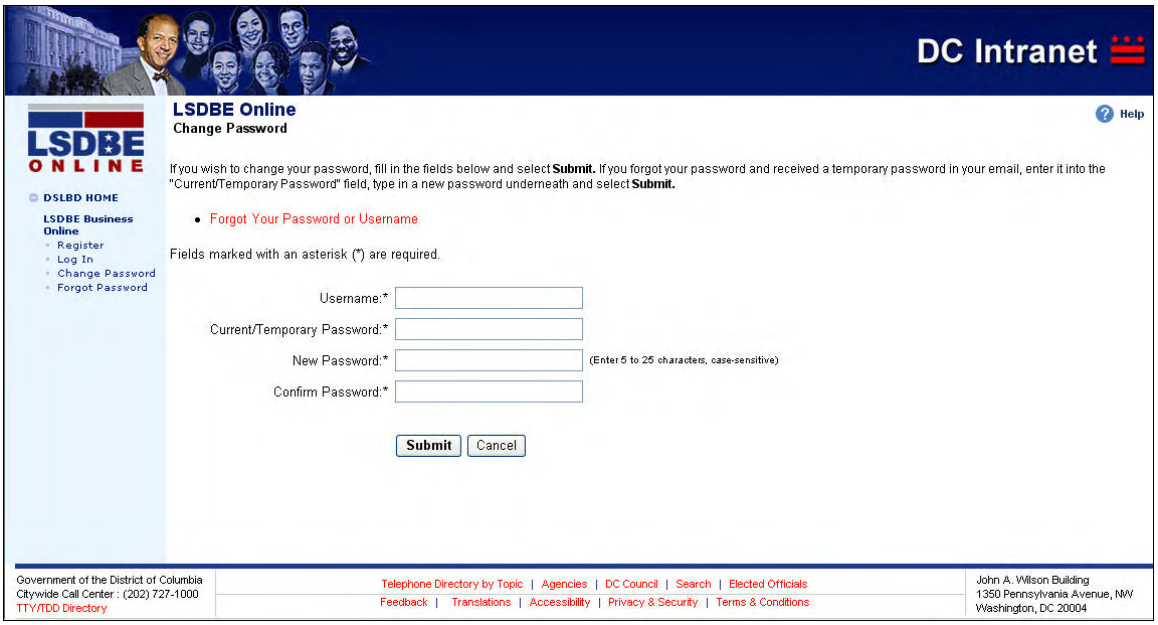


Figure 3: Change Your Password Screen

You may change your password at any time before or after login. If you received a temporary password via email, you will be directed here after login. Enter your username, your current or temporary password, enter a new password, enter the same new password in the Confirm Password field, and select "Submit." You will be directed to your Administration page when the action completes. Select "Cancel" to return to the previous page without taking any action.

2.5 Administration Screen

Successful login will take you to an Administration screen that is specific to your assigned role within the system. An example is below.

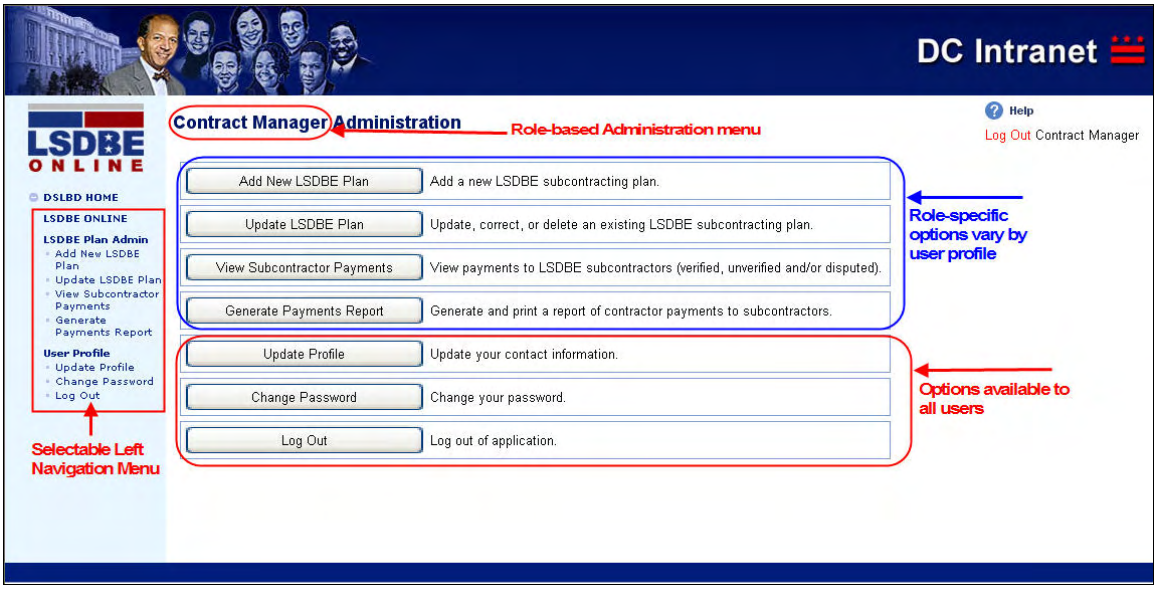


Figure 4: Example of an Administration Screen

Some areas to point out are the role in the title of the screen. The buttons and the left navigation menu have the same functionality. All users will see the “Update Profile,” “Change Password” and “Log Out” buttons. Other buttons on the screen will vary depending on a user's assigned role.

2.6 Update Profile

After successful login, all users can update their own profile.

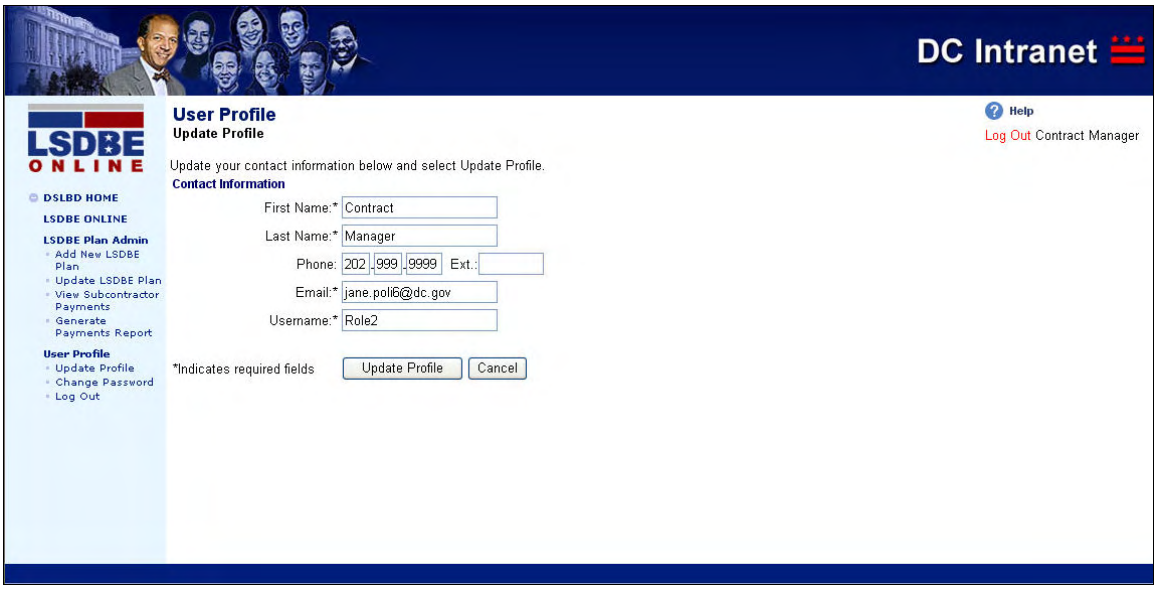


Figure 5: Update Profile Screen

This screen allows you to change any field in your user profile by simply selecting the field and entering new information into it. Required fields have an asterisk. Select “Update Profile” to save the changes. Select “Cancel” to take no action and return to the Administration screen.

2.7 Log Out

Selecting the “Log Out” button logs out the user and returns to the Login screen (see Figure 1).

3 Administrator Role

3.1 Administration Screen

The Administrator's Administration screen is displayed. Select one of the options listed.

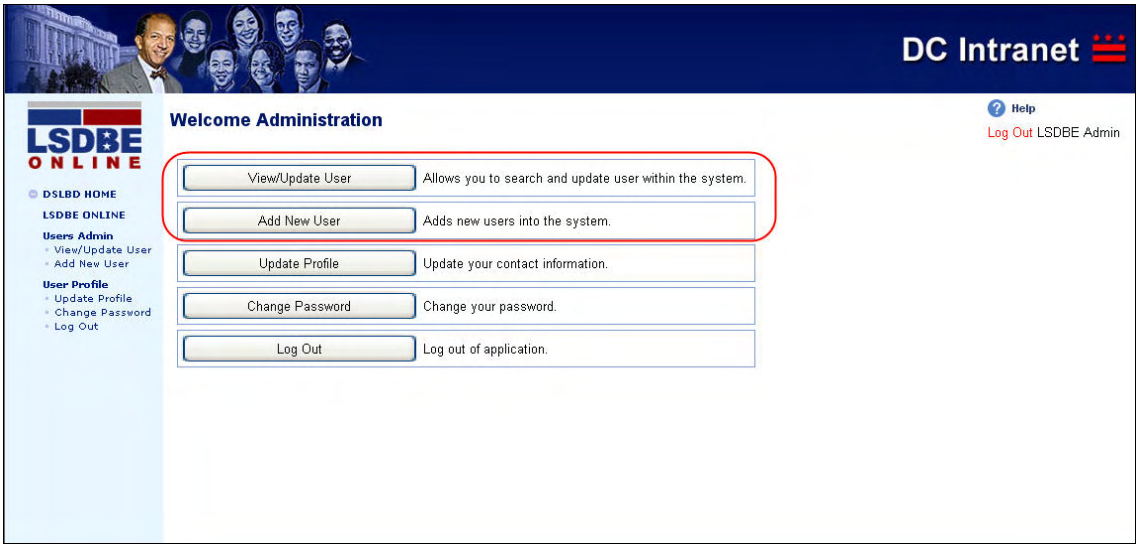


Figure 6: Administrator's Administration Screen

3.2 View/Update User

Selecting the "View/Update User" button displays the following screen.

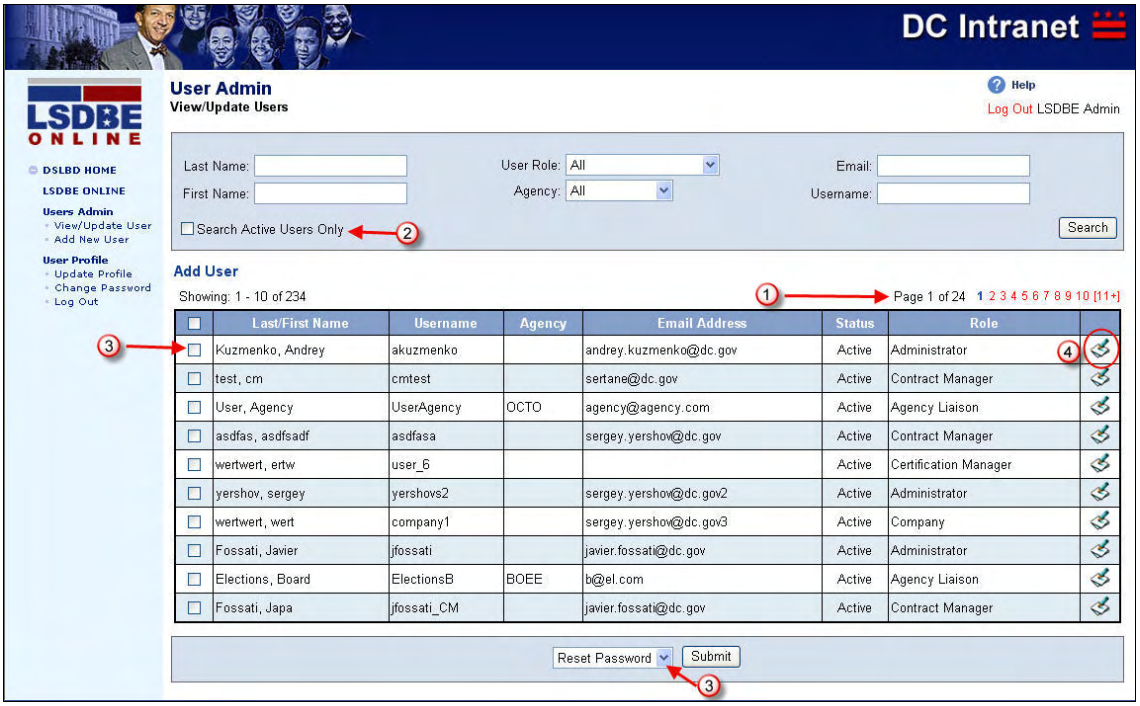


Figure 7: View/Update Users Screen

1. The default view displays all users in the system and consists of many pages. You should enter some search criteria in order to narrow down the list.
2. Enter information into any or all of the fields as desired. If you enter multiple fields, the system will display only those results that match all entered criteria.

   Check the **Search Active Users Only** box to limit the search to only active users; unchecking the box will search both active and inactive users. If this is the only criteria you want to see, select the "Search" button, and the results will be displayed in the table below. If you want to enter other criteria, you may do so before selecting the "Search" button.

   Enter the last name of a user in the **Last Name** field. If this is the only criteria you want to see, select the "Search" button, and the results will be displayed in the table below. If you want to enter other criteria, you may do so before selecting the "Search" button.

   Enter the first name of a user in the **First Name** field. If this is the only criteria you want to see, select the "Search" button, and the results will be displayed in the table below. If you want to enter other criteria, you may do so before selecting the "Search" button.

   Select a specific **User Role** from the drop-down list. If this is the only criteria you want to see, select the "Search" button, and the results will be displayed in the table below. If you want to enter other criteria, you may do so before selecting the "Search" button.

   Select a specific **Agency** from the drop-down list. If this is the only criteria you want to see, select the "Search" button, and the results will be displayed in the table below. If you want to enter other criteria, you may do so before selecting the "Search" button.

   Enter a user's email address in the **Email** field. If this is the only criteria you want to see, select the "Search" button, and the results will be displayed in the table below. If you want to enter other criteria, you may do so before selecting the "Search" button.

   Enter a username in the **Username** field. If this is the only criteria you want to see, select the "Search" button, and the results will be displayed in the table below. If you want to enter other criteria, you may do so before selecting the "Search" button.

All users that meet your search criteria will be displayed in the results table. Selecting a column heading allows you to display the entire table, sorted by the selected column heading. Selecting the heading one time will display that column in an ascending order (A to Z); selecting it a second time will sort in a descending order (Z to A).

3. You can use the check boxes in the results table to perform certain functions on several users on the same page

   To reset a user's password, you can check the box directly in front of the Last/First Name column, scroll to the bottom of the table, ensure the field at the bottom reads "Reset Password," and then select "Submit." All users that you checked will have their passwords reset and will receive an email with a temporary password.

   You can also set a user to Active or Inactive with the same technique and selecting the

appropriate option from the list. You can perform these functions from the individual's profile via the Update icon.

4. To look at an individual's profile select the Update icon in the row for an individual user. This opens the Update User screen (see Figure 8).

3.2.1 Update User

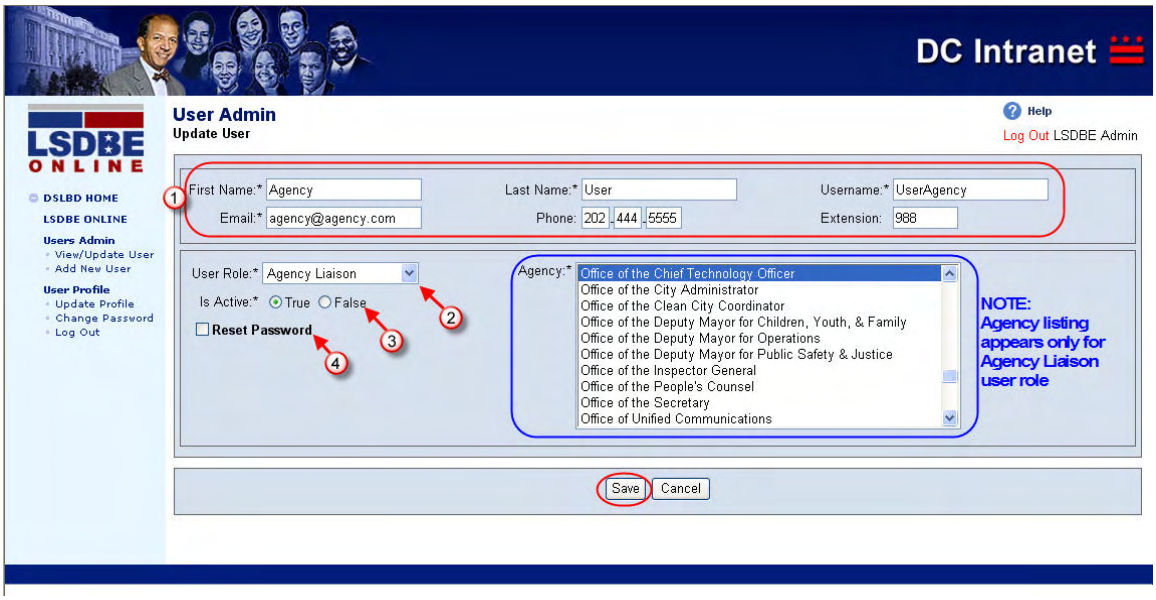


Figure 8: Update User Screen

This screen contains the selected user's profile.

1. You can edit any of the fields on the screen by simply entering new information into any of the fields. Required fields are identified with an asterisk.
2. Select a “User Role.” Note that the Agency drop-down list is only available if the Agency Liaison role is selected.
3. You can also make the user Active by selecting the “True” radio button or Inactive by selecting the “False” radio button. Active is the default setting.
4. You can reset the password for this user by checking the “Reset Password” box. Resetting the password will generate an email to the user with a new temporary password.

Select “Save” when you have made all the changes you desire. Selecting “Cancel” will return you to the previous screen without performing any action.

3.3 Add New User

Selecting the “Add New User” button displays the following screen.

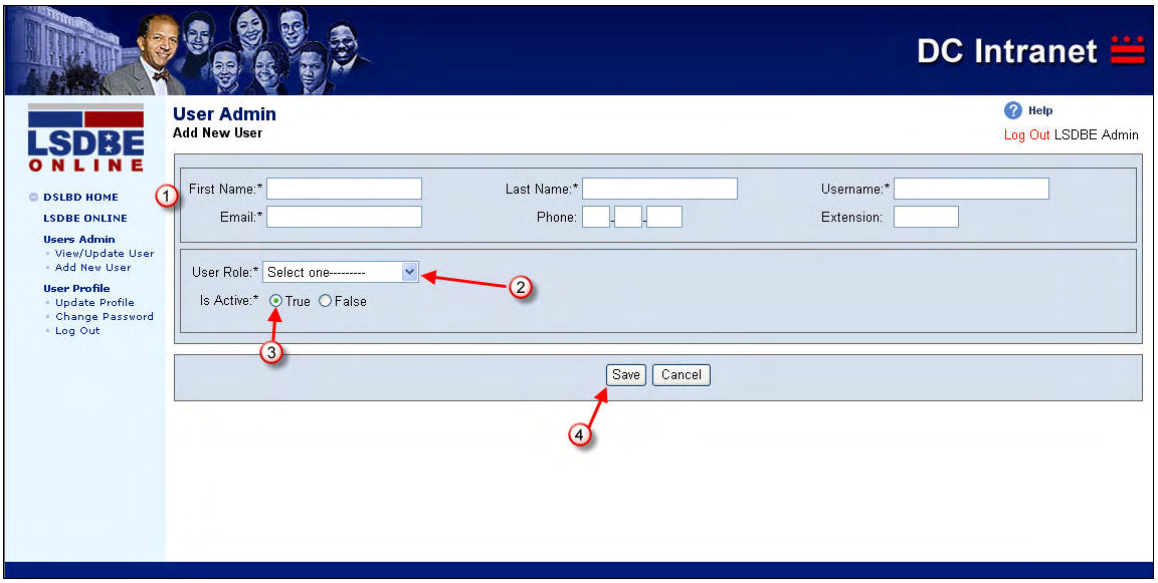


Figure 9: Add New User Screen

1. Enter new user information into all of the fields. Required fields are identified with an asterisk. The system will generate the username as the last name and first initial; if this is correct, you can leave it there, otherwise you can enter a new username. Each username must be unique and only one username per role is allowed.
2. Select a "User Role." Note that the Agency drop-down list will appear if the Agency Liaison role is selected. Select an agency for an Agency Liaison.
3. You can also make the user Active by selecting the "True" radio button or Inactive by selecting the "False" radio button. Active is the default setting.
4. Select "Save" when you have made all the changes you desire. Selecting "Cancel" will return you to the previous screen without performing any action. The system will automatically send an email to the user with their username and a temporary password.

4 Contract Manager

4.1 Contract Manager Administration screen

The Contract Manager Administration screen displays. Select one of the options listed.

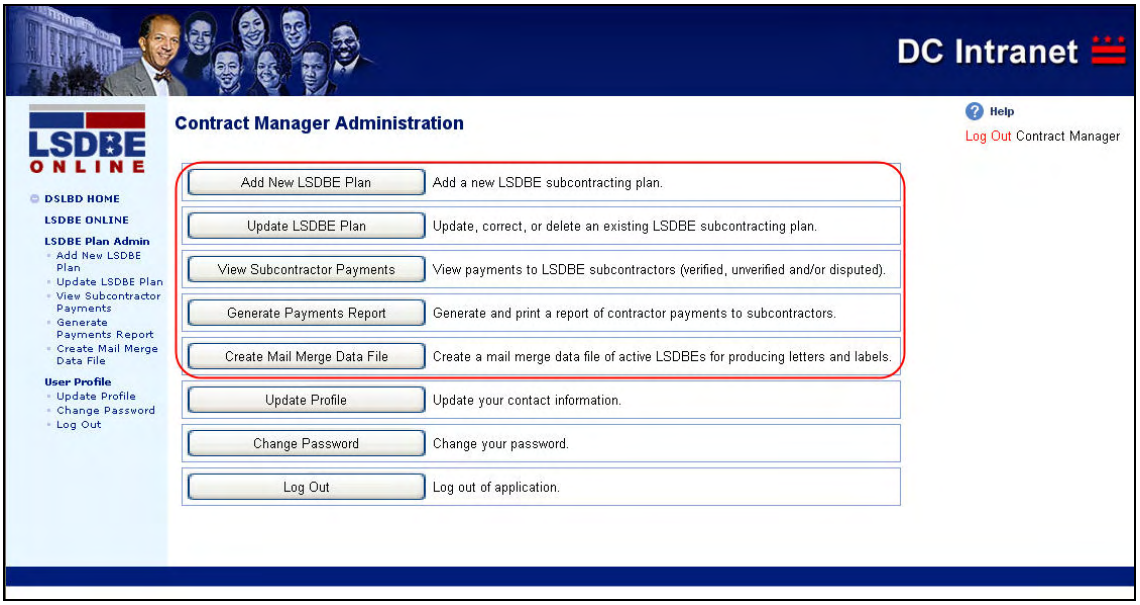


Figure 10: Contract Manager Administration Screen

4.2 Add New LSDBE Plan

Selecting the Add New LSDBE Plan button returns the following screen.

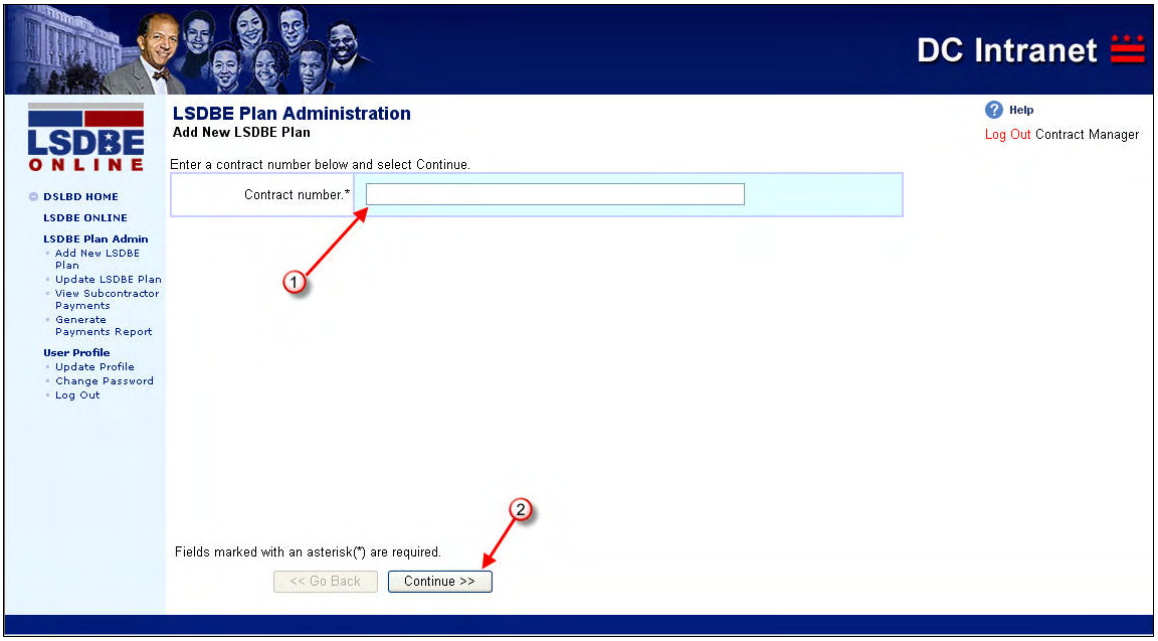


Figure 11: Add New LSDBE Plan - Locate a Contract

1. Enter a valid contract number in the field.
2. Select “Continue.”

The screen will refresh and display all contracts with the entered number. Note that some contracts may contain a contract modification number, a task order number, or a task order modification number.

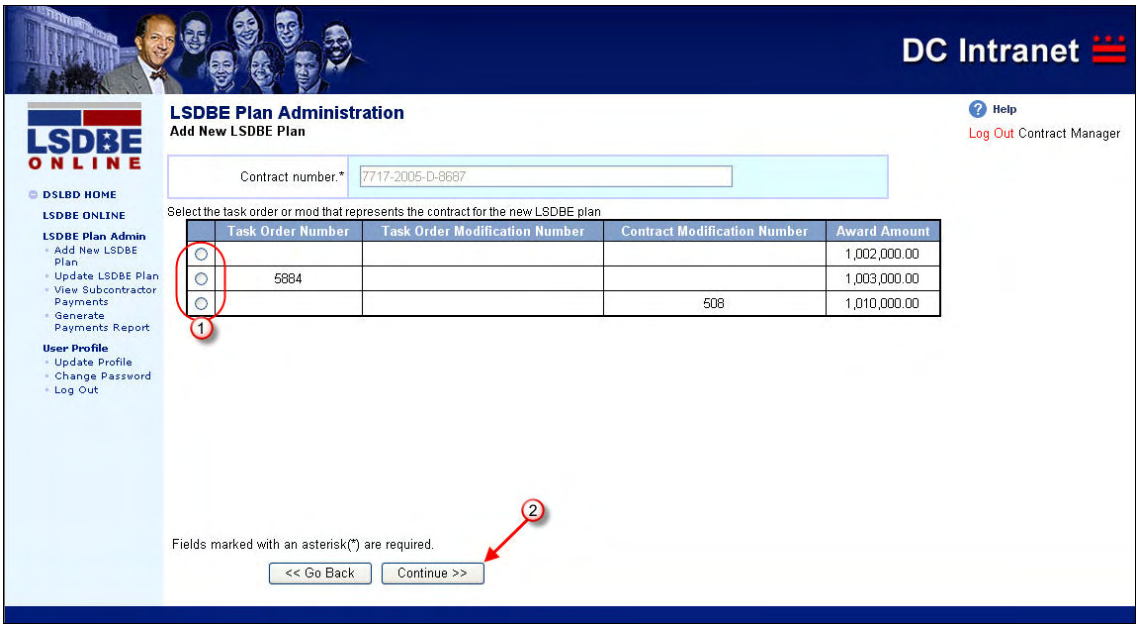


Figure 12: Add New LSDBE Plan—Select a Contract

If multiple contracts are returned:

1. Select the desired one to enter a new LSDBE Plan (see figure below).
2. Select “Continue” to move to the next step.

If you select a contract that already has a plan associated with it and try to continue, the following error-message screen displays.

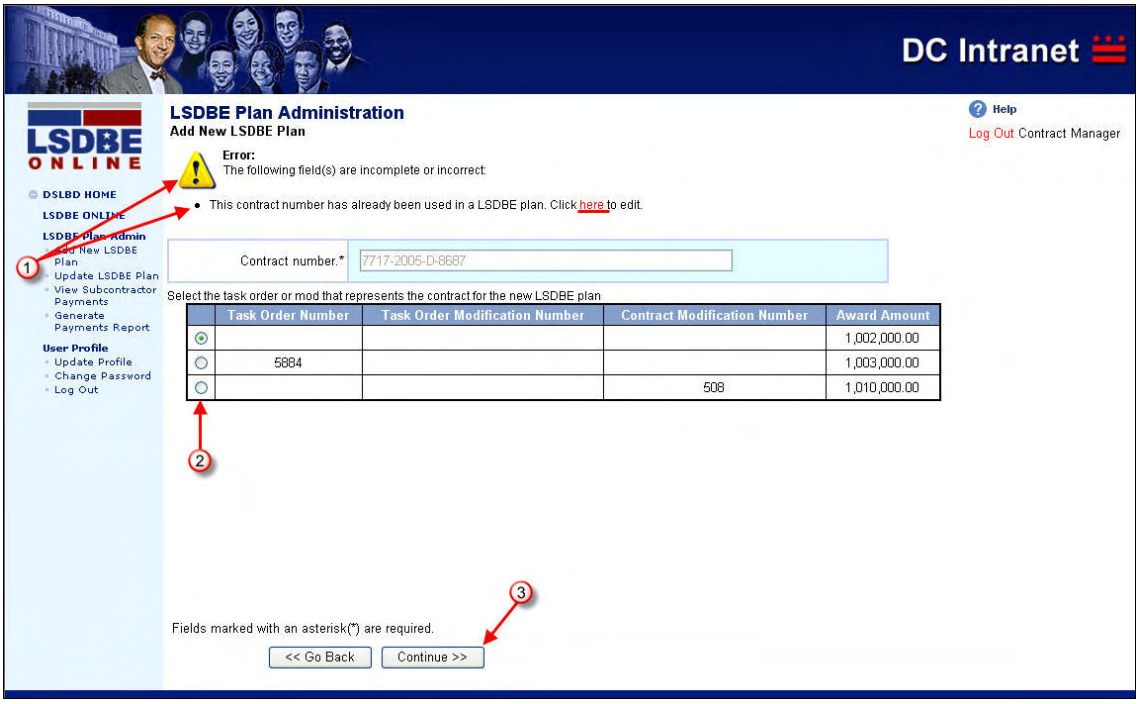


Figure 13: Add New LSDBE Plan—Error Message

1. If you need to edit the existing plan, select the "here" link to go to the Update Plan screen.
2. You may also choose a different contract
3. Select "Continue."

The screen refreshes and displays the following screen where LSDBE dollars are added to the plan. Notice that the contract and any mod or task order numbers associated with it are displayed in the read-only contract information section.

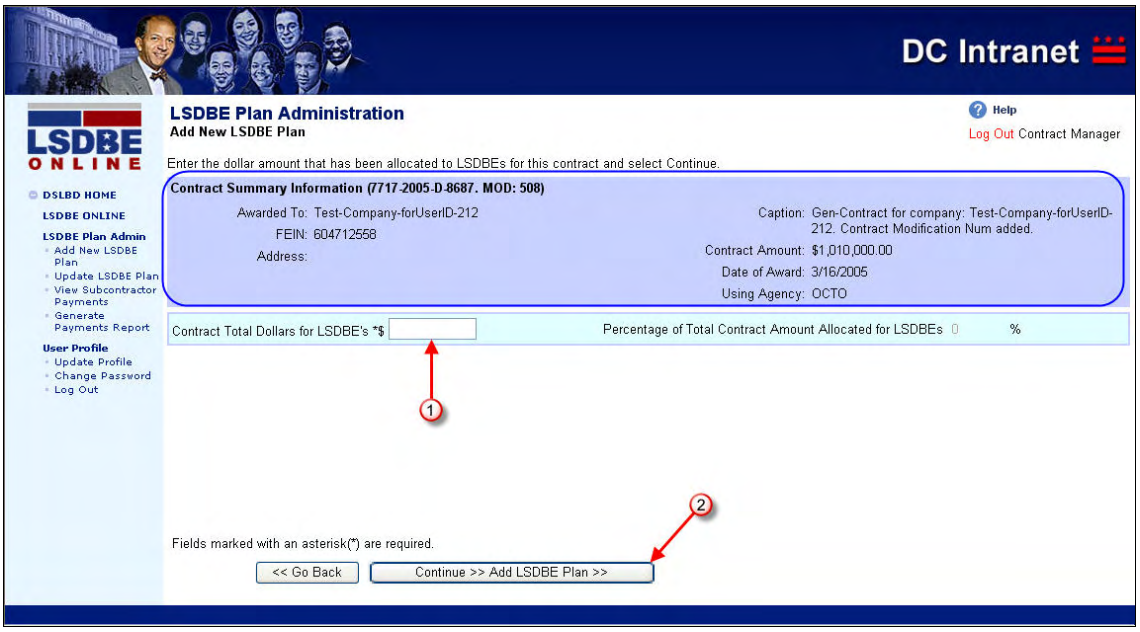


Figure 14: Add New LSDBE Plan—Enter Contract Dollars for LSDBEs

1. Enter the dollar amount that is set aside for the LSDBE subcontracting plan. Notice that the percentage of the total contract amount is automatically calculated for you.
2. Select “Continue” to move on to the next step.

The following screen is where LSDBE subcontractors are added to the plan.

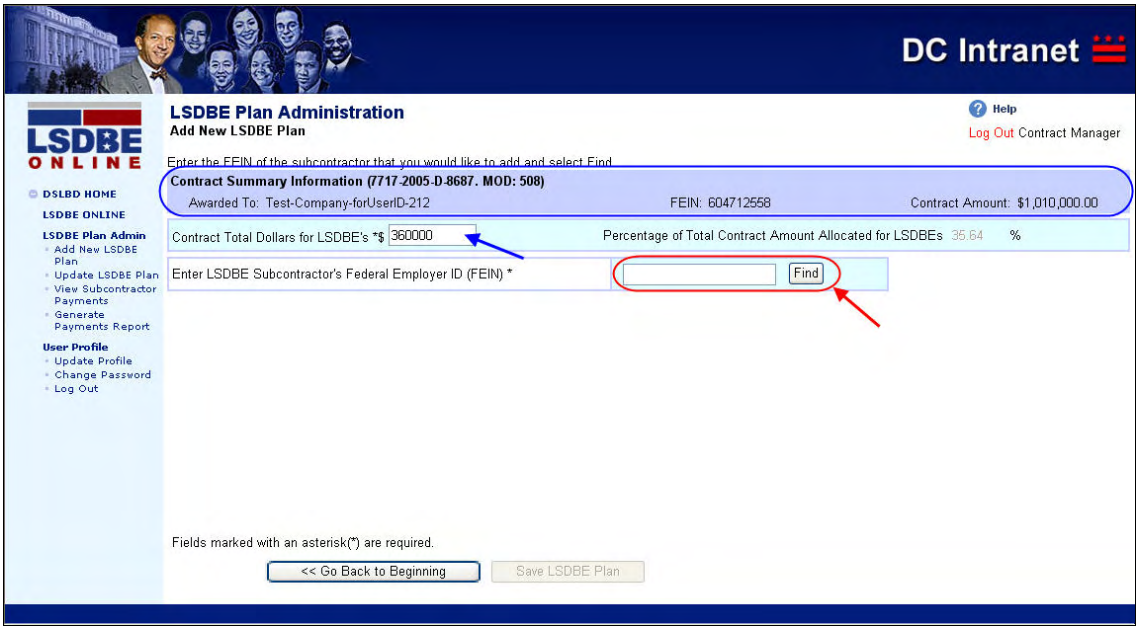


Figure 15: Add New LSDBE Plan—Add LSDBE Subcontractors to the Plan

Any adjustment to the contract dollar value can be made in the Contract Total Dollars for LSDBEs field.

1. Enter the entire Federal Employee Identification Number (FEIN) of the LSDBE subcontractor identified on the plan. Select the “Find” key to display the subcontractor's company information.

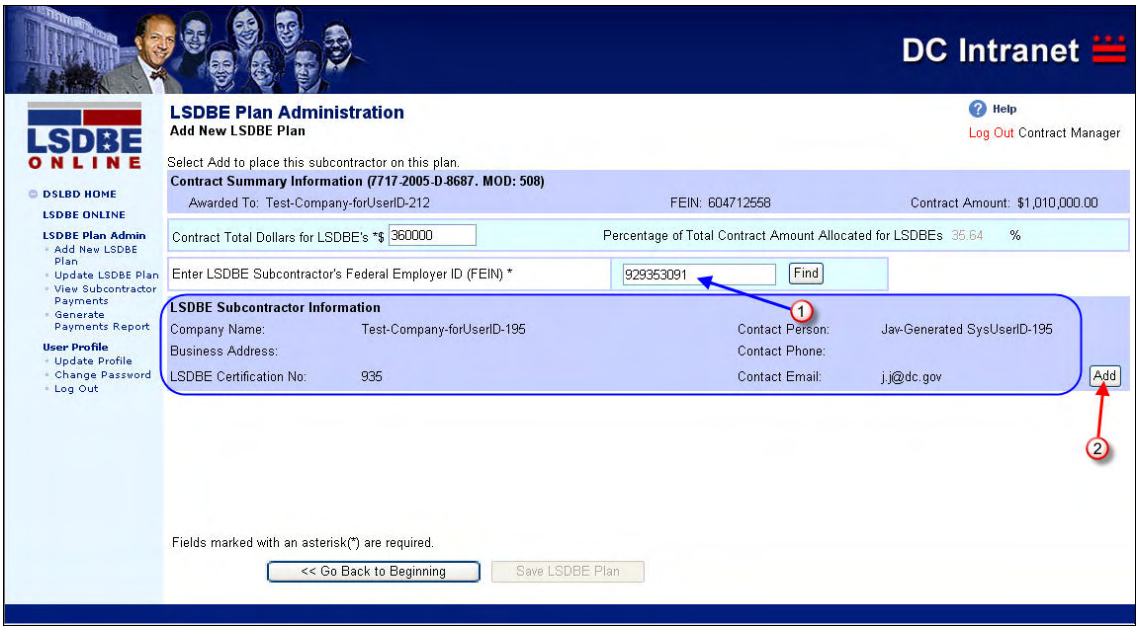


Figure 16: Add New LSDBE Plan—Add LSDBE Subcontractors to the Plan

2. Verify that this is correct and select the "Add" button. This places the subcontractor into the plan (see figure below).

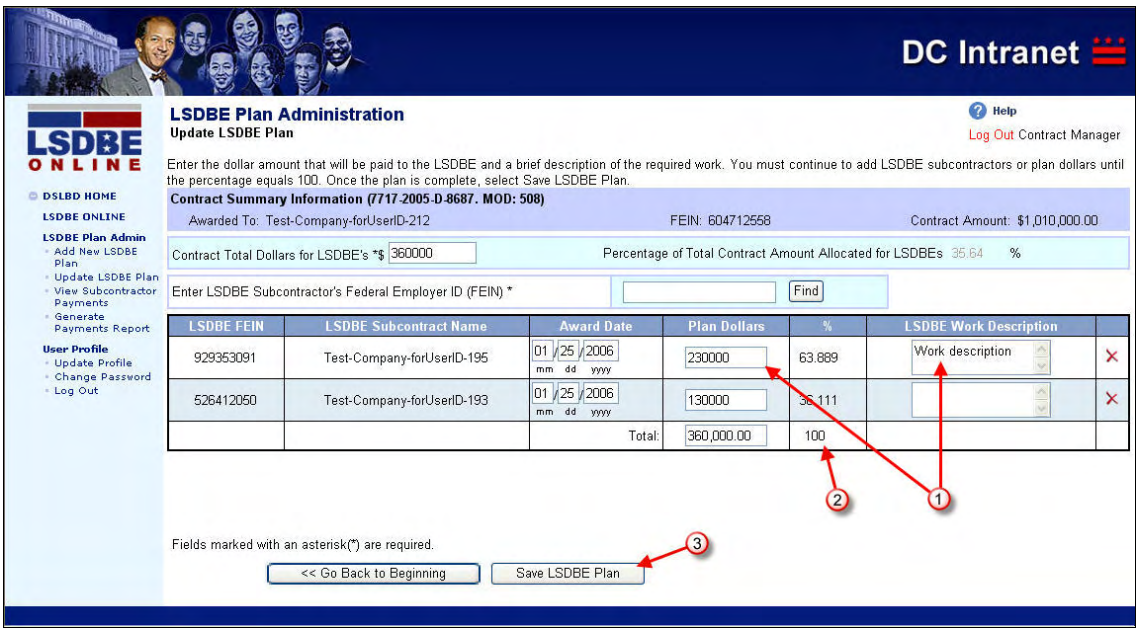


Figure 17: Add New LSDBE Plan—Add LSDBE Subcontractors to the Plan

1. Add the dollar value and a description of the work the subcontractor will be doing.
2. To add another contractor to the plan enter another FEIN into the field and select "Find." Continue to add LSDBEs to the plan until the total dollars equals the set-aside dollars and the total percentage is 100. The "Save LSDBE Plan" button will then be available.
3. Select "Save LSDBE Plan" to input the LSDBE Plan and associate it with the specific contract. You are now finished with the subcontractor plan for the selected contract.

4.3 Update LSDBE Plan

Selecting "Update LSDBE Plan" from the Administration screen displays the following screen.

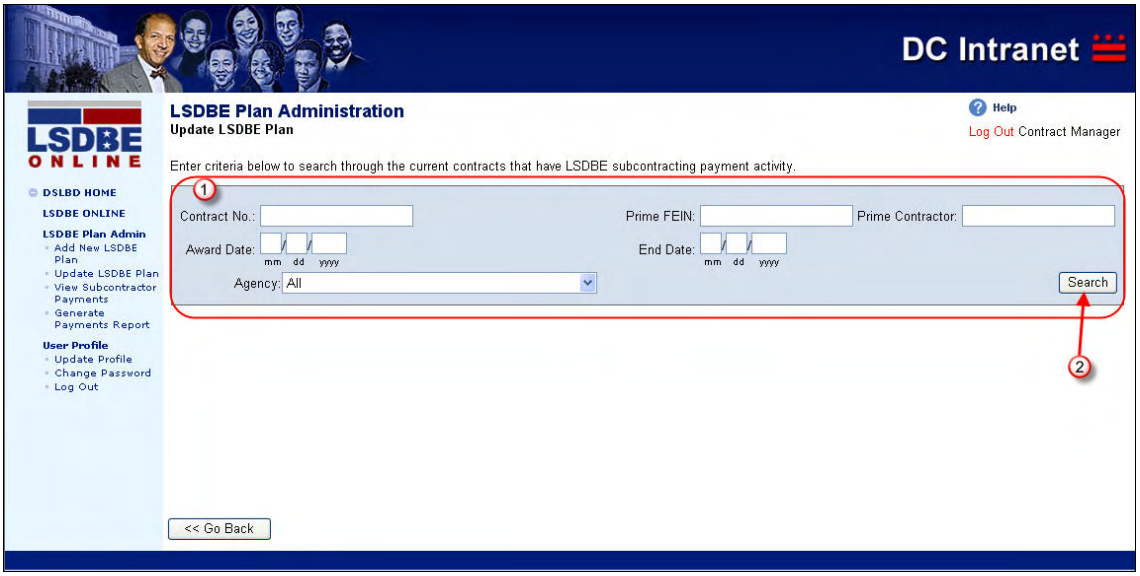


Figure 18: Update LSDBE Plan—Search Screen

1. Enter information into any or all of the fields as desired. If you enter multiple fields, the system will display only those results that match all entered criteria.

   Enter **Contract Number** search criteria by entering the whole contract number into the field. If this is the only criteria you want to see, select the "Search" button, and the results will be displayed in the table below. If you want to enter other criteria, you may do so before selecting the "Search" button.

   Enter **Prime Contractor** search criteria by FEIN or Company Name. If this is the only criteria you want to see, select the "Search" button, and the results will be displayed in the table below. If you want to enter other criteria, you may do so before selecting the "Search" button.

   Enter **Award Date** search criteria in mm/dd/yyyy format. If this is the only criteria you want to see, select the "Search" button, and the results will be displayed in the table below. If you want to enter other criteria, you may do so before selecting the "Search" button.

   Enter **End Date** search criteria in mm/dd/yyyy format. If this is the only criteria you want to see, select the "Search" button, and the results will be displayed in the table below. If you want to enter other criteria, you may do so before selecting the "Search" button.

   Enter **Agency** search criteria by selecting an agency from the drop-down list. If this is the only criteria you want to see, select the "Search" button, and the results will be displayed in the table below. If you want to enter other criteria, you may do so before selecting the "Search" button.

2. Select the "Search" button to refresh the screen. All active subcontractor payments that meet all search criteria entered will be displayed in the results table.

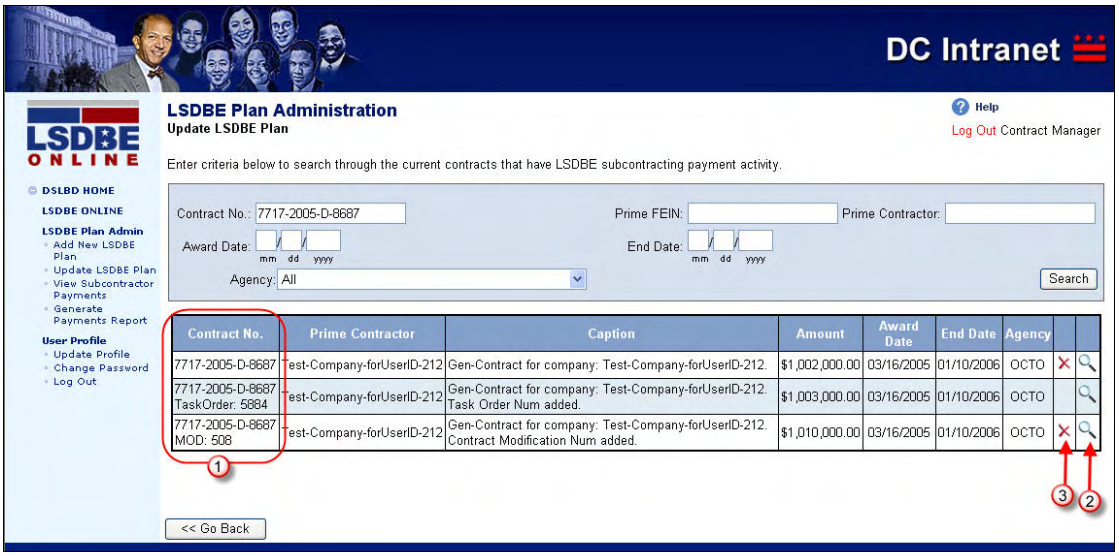


Figure 19: Update LSDBE Plan—Search Results

Selecting a column heading allows you to display the entire table, sorted by the selected column heading. Selecting the heading one time will display that column in an ascending order (A to Z), selecting it a second time will sort in a descending order (Z to A).

1. If you searched by Contract No., the results will display all contracts with any task order number, modification (MOD) number, or task order MOD number associated with the contract.

2. To view the details for a particular payment, select the View icon at the end of the row. This will take you to the detailed screen for that payment.

3. To delete a subcontracting plan that has no payments associated with it, select the Delete icon ✕ at the end of the row.

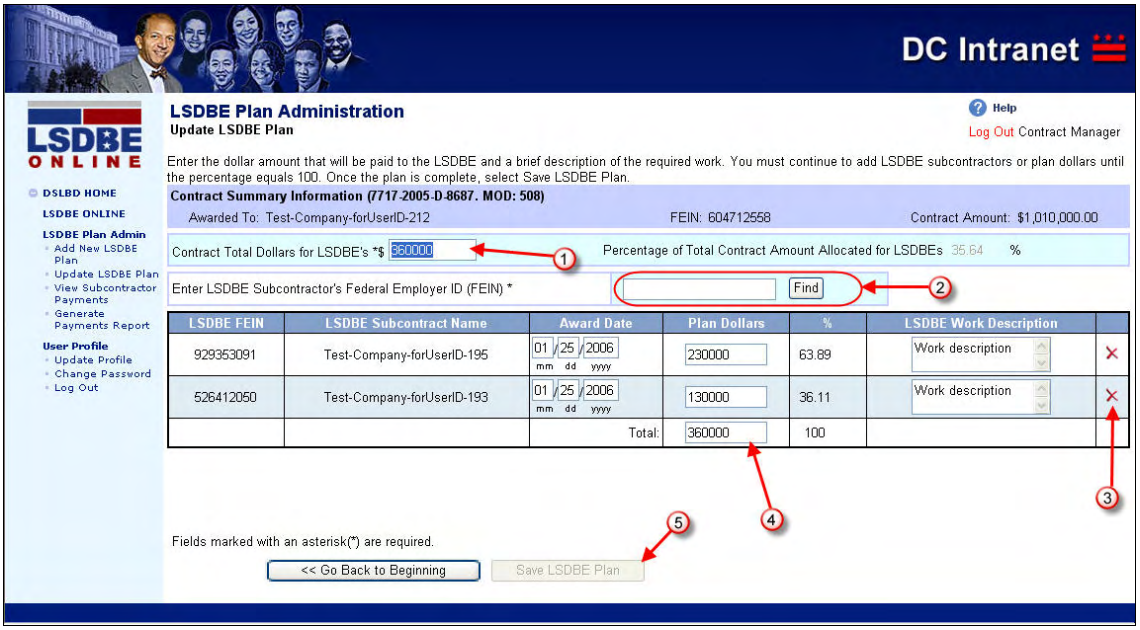


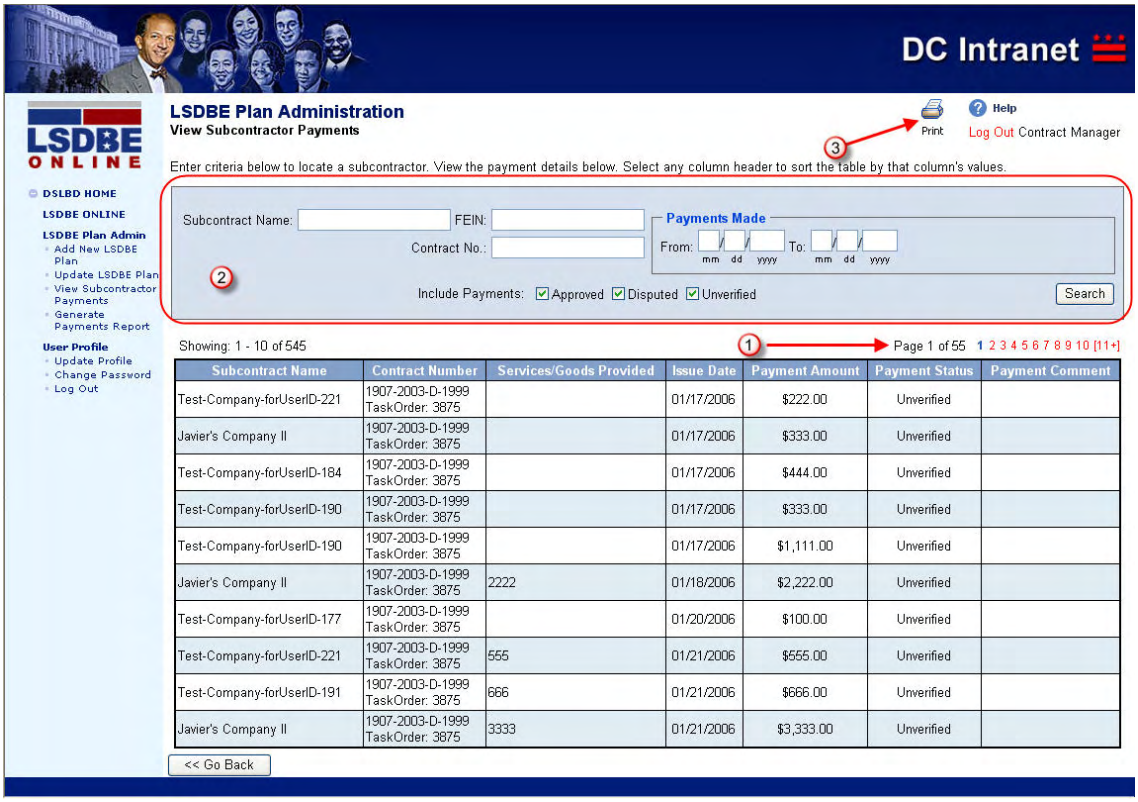
Figure 20: Update LSDBE Plan—Edit Fields

You may edit any of the following fields:

1. Contract Dollars
2. Enter a new subcontractor via FEIN
3. Delete a subcontractor
4. Change the Plan Dollars, Award Date or Work Description for an LSDBE (Changes to the Plan Dollars and subcontractor information must always ensure that 100 percent of the Contract Dollars is accounted for.)
5. Select Save to LSDBE Plan when you have completed your edits. Select "Go Back to the Beginning" to exit this screen without making any changes.

4.4 View Subcontractor Payments

Selecting "View Subcontractor Payments" displays the following screen.



Subcontract Name	Contract Number	Services/Goods Provided	Issue Date	Payment Amount	Payment Status	Payment Comment
Test-Company-forUserID-221	1907-2003-D-1999 TaskOrder: 3875		01/17/2006	$222.00	Unverified	
Javier's Company II	1907-2003-D-1999 TaskOrder: 3875		01/17/2006	$333.00	Unverified	
Test-Company-forUserID-184	1907-2003-D-1999 TaskOrder: 3875		01/17/2006	$444.00	Unverified	
Test-Company-forUserID-190	1907-2003-D-1999 TaskOrder: 3875		01/17/2006	$333.00	Unverified	
Test-Company-forUserID-190	1907-2003-D-1999 TaskOrder: 3875		01/17/2006	$1,111.00	Unverified	
Javier's Company II	1907-2003-D-1999 TaskOrder: 3875	2222	01/18/2006	$2,222.00	Unverified	
Test-Company-forUserID-177	1907-2003-D-1999 TaskOrder: 3875		01/20/2006	$100.00	Unverified	
Test-Company-forUserID-221	1907-2003-D-1999 TaskOrder: 3875	555	01/21/2006	$555.00	Unverified	
Test-Company-forUserID-191	1907-2003-D-1999 TaskOrder: 3875	666	01/21/2006	$666.00	Unverified	
Javier's Company II	1907-2003-D-1999 TaskOrder: 3875	3333	01/21/2006	$3,333.00	Unverified	

Figure 21: View Subcontractor Payments

1. The default view displays all subcontractor payments in the database. This will be many pages of material.
2. To narrow down the number of items displayed, enter search criteria in the top box and select the "Search" button. You can fine-tune what is displayed by selecting any combination of payments to include (checked boxes) or exclude (unchecked boxes).
3. To print out the results, select the Print icon Print.

4.5 Generate Payments Reports

Selecting "Generate Payments Reports" displays the following screen.

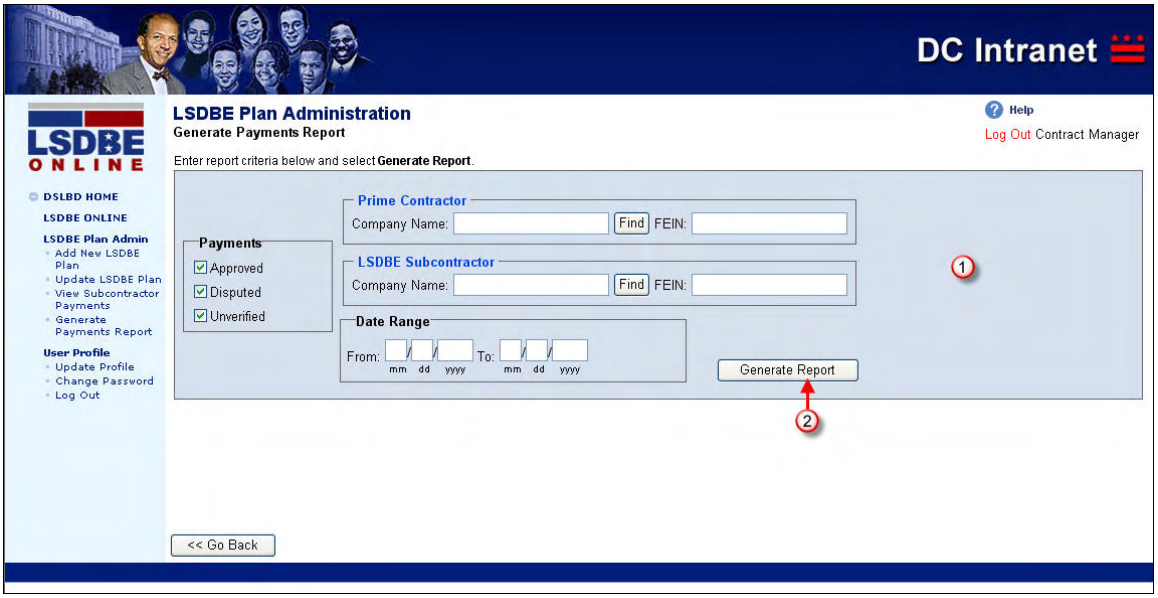


Figure 22: Generate Payment Reports

4. Enter criteria to customize the output of your Payments Report. Enter as much or as little information in the fields as you desire.

   Enter **Payments** criteria by checking the payment types you want to include in your report and unchecking those to exclude from your report. If this is the only criteria you want to see on your report, select the "Generate Report" button, and the results will be displayed in a new screen. If you want to enter other criteria, you may do so before selecting the "Generate Reports" button.

   Enter **Prime Contractor** criteria by entering either the Company Name or FEIN into the fields. If you enter two or more letters into the Company Name field, select the "Find" button to see a list of companies that have those letters in the name and select the desired one. If this is the only criteria you want to see on your report, select the "Generate Report" button, and the results will be displayed in a new screen. If you want to enter other criteria, you may do so before selecting the "Generate Reports" button.

   Enter **LSDBE Subcontractor** criteria by entering either the Company Name or FEIN into the fields. If you enter two or more letters into the Company Name field, select the "Find" button to see a list of companies that have those letters in the name and select the desired one. If you enter two or more letters into the name field, select the "Find" button to see a list of companies that have those letters in the name. If this is the only criteria you want to see on your report, select the "Generate Report" button, and the results will be displayed in a new screen. If you want to enter other criteria, you may do so before selecting the "Generate Reports" button.

   Enter **Date Range** criteria by entering a From and To dates in mm/dd/yyy format. If this is the only criteria you want to see on your report, select the "Generate Report"

button, and the results will be displayed in a new screen. If you want to enter other criteria, you may do so before selecting the "Generate Reports" button.

5. Selecting **"Generate Report"** after entering some criteria will allow the system to gather all results that meet the criteria you entered. The results are displayed on a new screen.

For the following example, Javier's Company II and the dates of 7/1/2005 to 12/31/2005 were input into the filter fields and "Generate Report" was selected.

Payments Report
For Javier's Company II
From 07/01/2005 to 12/31/2005

This report contains all approved, disputed, and unverified payments for the date range indicated above.

Select any column header to sort the table by that column's values.

Issue Date	Prime Contractor	Payment Status	Payment Amount	Contract No.	Payment Comment	Services/Goods Provided
08/16/2005	Test-Company-forUserID-210	Approved	$168,673.47	393942231		Nothing, this is a code generated data.
08/16/2005	Test-Company-forUserID-210	Approved	$71,159.12	393942231		Nothing, this is a code generated data.
08/19/2005	Test-Company-forUserID-204	Approved	$223,797.38	509780878		Nothing, this is a code generated data.
08/21/2005	Test-Company-forUserID-210	Approved	$126,505.10	393942231		Nothing, this is a code generated data.
08/21/2005	Test-Company-forUserID-210	Approved	$126,505.10	393942231		Nothing, this is a code generated data.
08/26/2005	Test-Company-forUserID-210	Disputed	$168,673.47	393942231		Nothing, this is a code generated data.
08/29/2005	Test-Company-forUserID-204	Approved	$298,396.50	509780878		Nothing, this is a code generated data.
08/29/2005	Test-Company-forUserID-204	Approved	$167,848.03	509780878		Nothing, this is a code generated data.
08/31/2005	Test-Company-forUserID-210	Approved	$94,878.83	393942231		Nothing, this is a code generated data.
09/03/2005	Test-Company-forUserID-204	Disputed	$503,544.10	509780878		Nothing, this is a code generated data.
10/14/2005	Test-Company-forUserID-212	Approved	$392,448.98	754381087		Nothing, this is a code generated data.
10/29/2005	Test-Company-forUserID-212	Disputed	$294,336.73	754381087		Nothing, this is a code generated data.
11/03/2005	Test-Company-forUserID-212	Approved	$220,752.55	754381087		Nothing, this is a code generated data.
11/03/2005	Test-Company-forUserID-212	Disputed	$662,257.65	754381087		Nothing, this is a code generated data.
11/03/2005	Test-Company-forUserID-212	Approved	$392,448.98	754381087		Nothing, this is a code generated data.
11/03/2005	Test-Company-forUserID-212	Approved	$294,336.73	754381087		Nothing, this is a code generated data.

Print This Report Return to Previous Page

Figure 23: Print Payments Report—Print Screen

Select "Print This Report" to pop-up a print dialog window. For your ease of reading, you may wish to set your printer preferences or options to print this report in a landscape view. You should already have a printer set as your default printer in order to do this. The following figure depicts one type of printer window that you may see. The actual window you see depends on your network configuration, printer, and what versions of software are running on your computer and printer. Select the "Print" button to send the report to the printer.

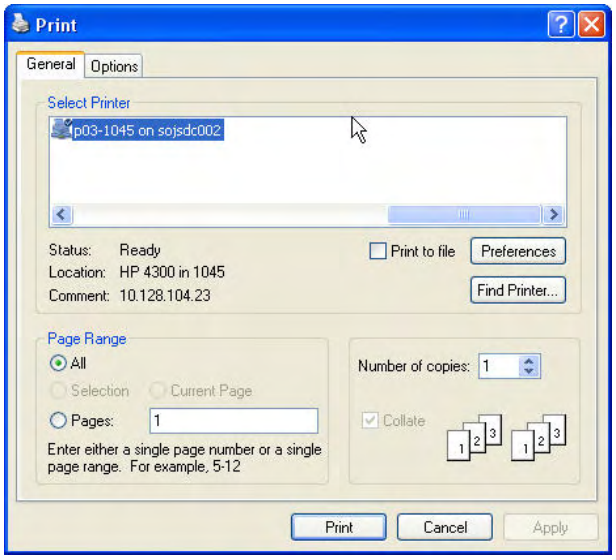


Figure 24: Print Pop-up Window

4.6 Create Mail Merge Data File

Selecting Create Mail Merge Data File will display the following screen:

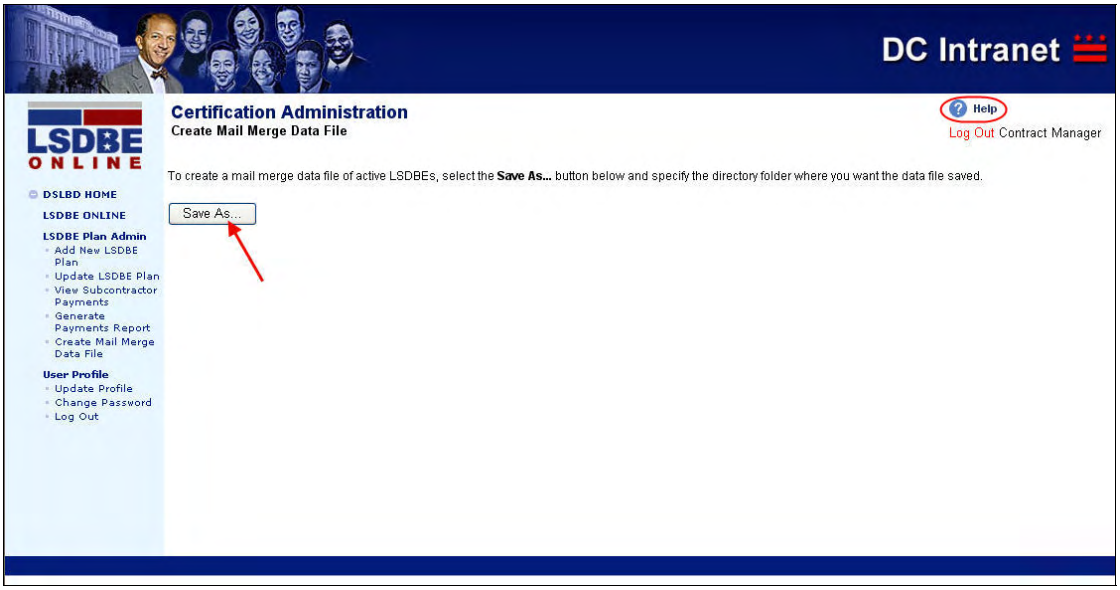


Figure 25: Create Mail Merge Data File Screen

The entire process has been explained in detail, including using Microsoft Word to generate labels and letters, in the Mail Merge User Guide (accessible from the Help link on the screen above). You should refer to this manual for all the details on using the Mail Merge feature.

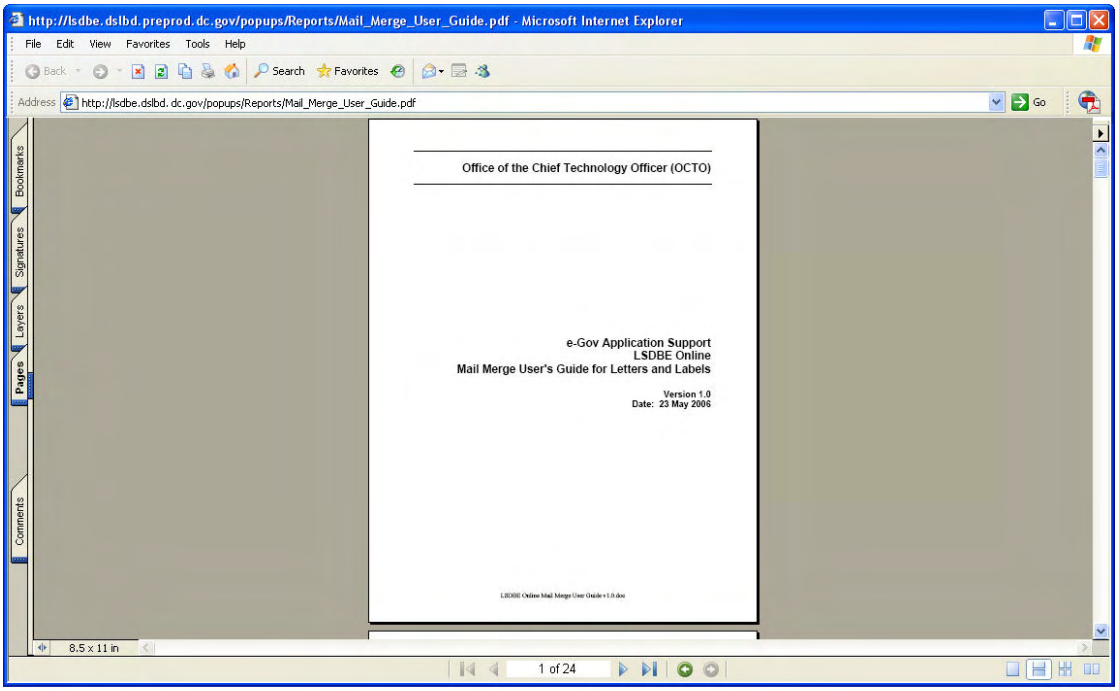


Figure 26: Mail Merge User's Guide

This section will only explain how to create the mail merge data file that will be used in Microsoft Word.

Select the "Save As…" button and the File Download popup appears.

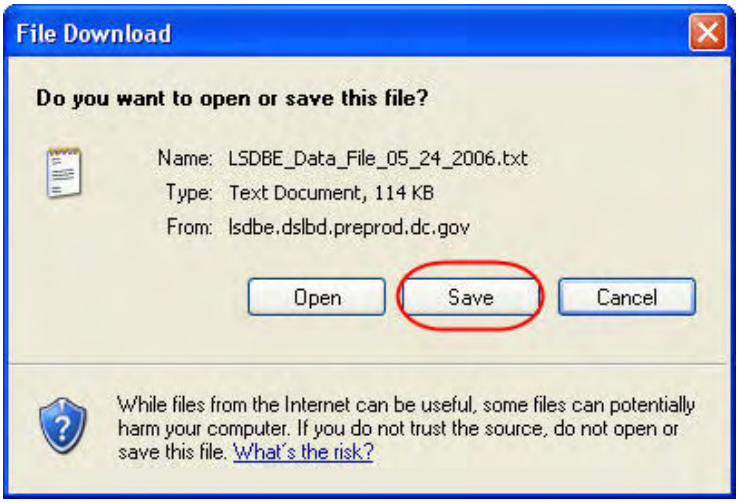


Figure 27: File Download Popup

Select "Save" to bring up the following screen where you will need to specify where to place the mail merge file.

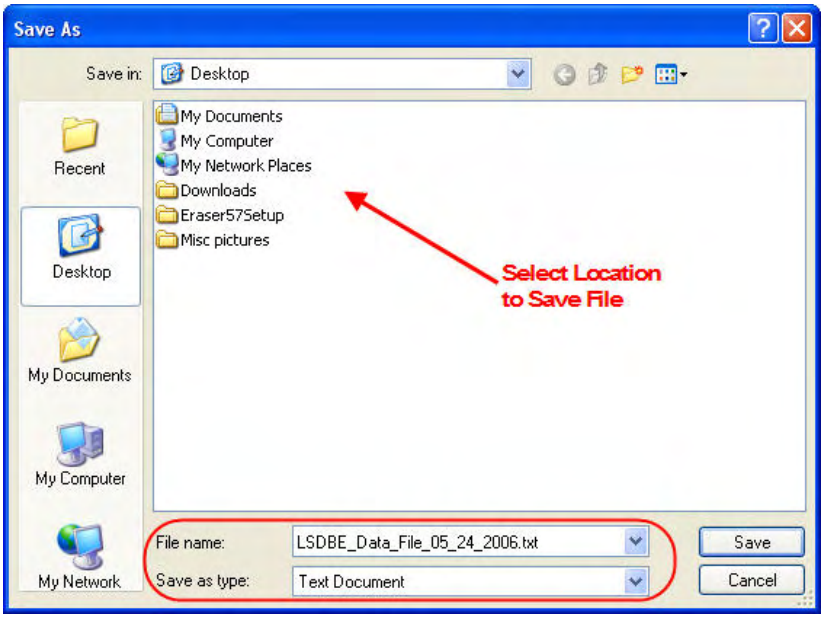


Figure 28: Save As Dialog Box

The system defaults the data file name to LSDBE_Data_File_*(current date)* but you may rename it and choose where on your local or network drives to save the file.

You **must** select the "Save as type" to be Text Document (*.txt)

Select the "Save" button on the Save As dialog box to create the data file. Once the file has been created and saved, a message appears stating, that the save was successful. You may "Close" the popup window.

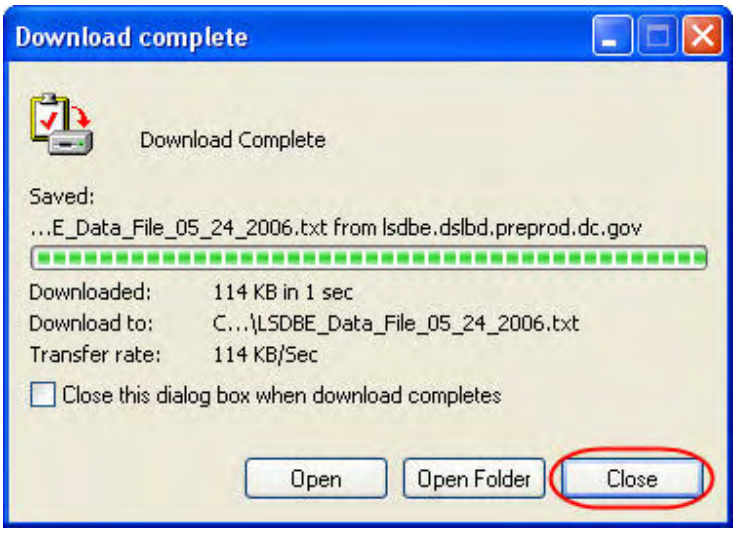


Figure 29: Download Complete Popup Window

5 Compliance Manager

5.1 Compliance Manager Administration

The Compliance Manager Administration screen displays. Select one of the options listed.

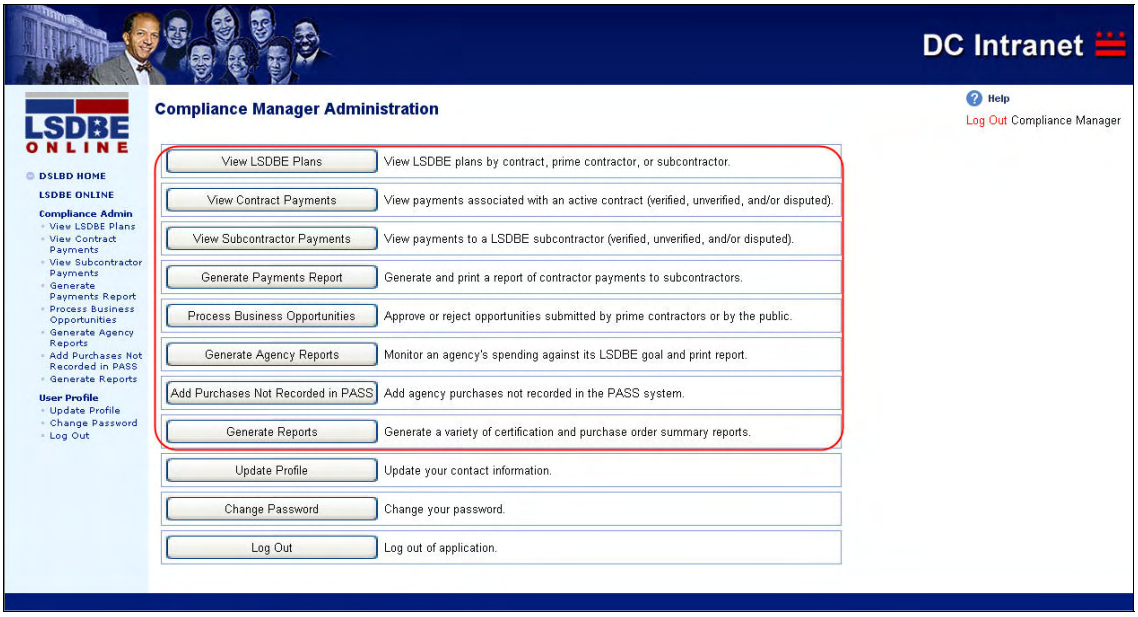


Figure 30: Compliance Manager Administration Screen

5.2 View LSDBE Plans

Selecting the "View LSDBE Plans" button displays the following screen. The default view displays all active LSDBE plans in the database. This will most likely take several pages to display.

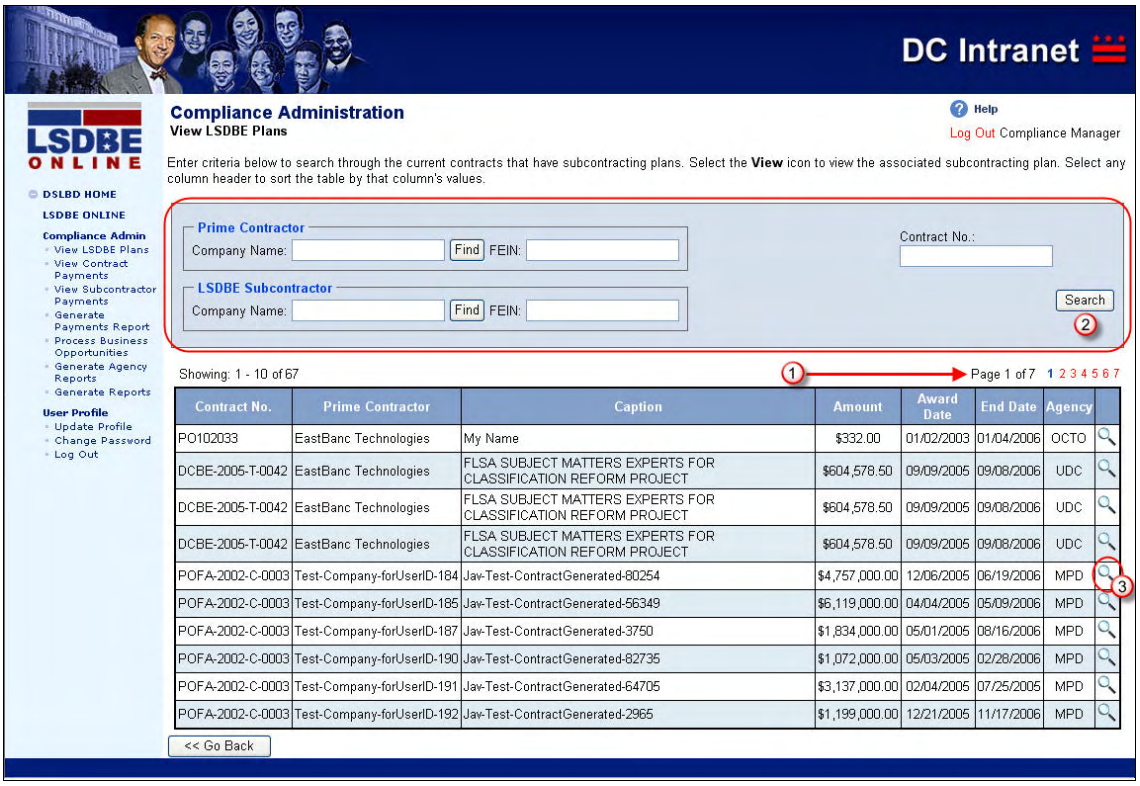


Figure 31: View LSDBE Plans Screen

1. The default view shows all active contracts where LSDBE subcontractor plans are required in the results table. This may be several pages. You should enter some search information in the search box to narrow down the results table.

2. Enter information into any or all of the fields as desired.

   Enter **Prime Contractor** search criteria by Company Name and/or FEIN. If you enter two or more letters into the name field, select the "Find" button to see a list of companies that have those letters in the name. If this is the only criteria you want to see, select the "Search" button, and the results will be displayed in the table below. If you want to enter other criteria, you may do so before selecting the "Search" button.

   Enter **LSDBE Subcontractor** search criteria by Company Name and/or FEIN. If you enter two or more letters into the name field, select the "Find" button to see a list of companies that have those letters in the name. If this is the only criteria you want to see, select the "Search" button, and the results will be displayed in the table below. If you want to enter other criteria, you may do so before selecting the "Search" button.

   Enter **Contract Number** search criteria by entering the whole contract number into the field. If this is the only criteria you want to see, select the "Search" button, and the results will be displayed in the table below. If you want to enter other criteria, you may do so before selecting the "Search" button.

3. All active contracts with LSDBE subcontracting plan requirements that meet your search criteria will be displayed. If there is more than one page, go to the next page by selecting the number in the list at the top right of the table. Selecting a column heading allows you to display the entire table, sorted by the selected column heading. Selecting the heading one time will display that column in an ascending order (A to Z); selecting it a second time will sort in a descending order (Z to A). To select any one plan to view, select the View icon at the end of the row. This will take you to the next screen.

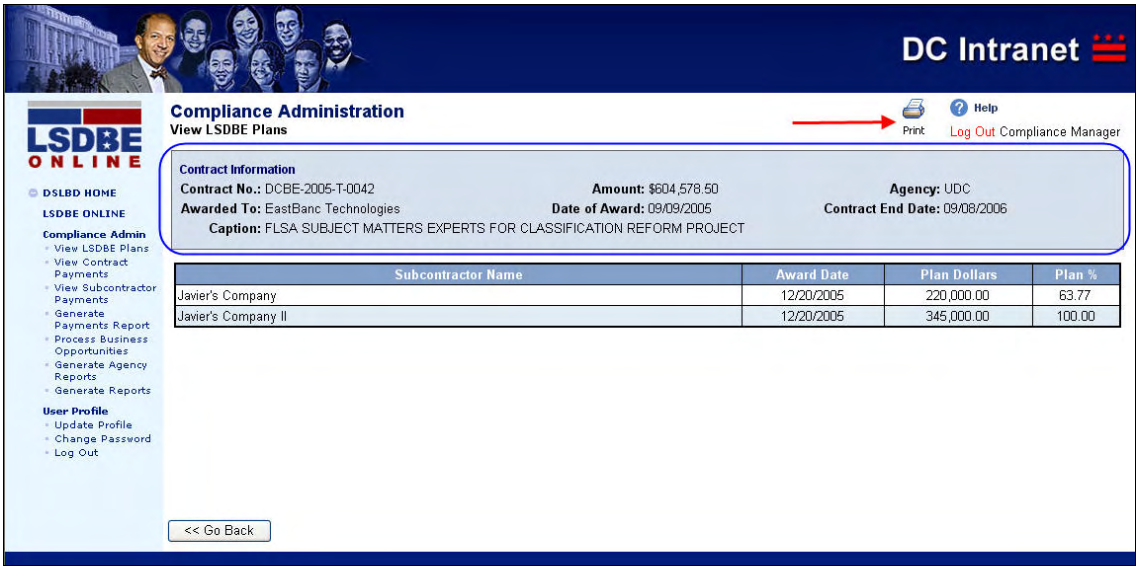


Figure 32: View LSDBE Plans Detailed Screen

This is the detailed LSDBE plan screen. All information is read-only.

The header information for a contact is displayed. Header information comes from OCP and consists of:

- Contract Number, MOD or Task Order numbers (if applicable)
- Amount of the contract
- Agency providing the contract
- Prime contractor (“Awarded To”)
- Date of Award (date the contract was given to the prime contractor)
- Contract End Date (date the contract is set to expire)
- Caption (a brief description or title for the contract as recorded in OCP's database)

Information for each LSDBE subcontractor is provided in a table. Selecting a column heading allows you to display the entire table, sorted by the selected column heading. Selecting the heading one time will display that column in an ascending order (A to Z); selecting it a second time will sort in a descending order (Z to A). The display includes Subcontractor's Name, Award Date, Plan Dollars that were set aside for the subcontractor, and Plan % (percentage of the set-aside dollars for that particular subcontractor; if you add the plan percentages together, they equal 100 percent.)

Select the Print icon Print to print out a copy of this page.

5.3 View Contract Payments

Selecting "View Contract Payments" displays the following screen.

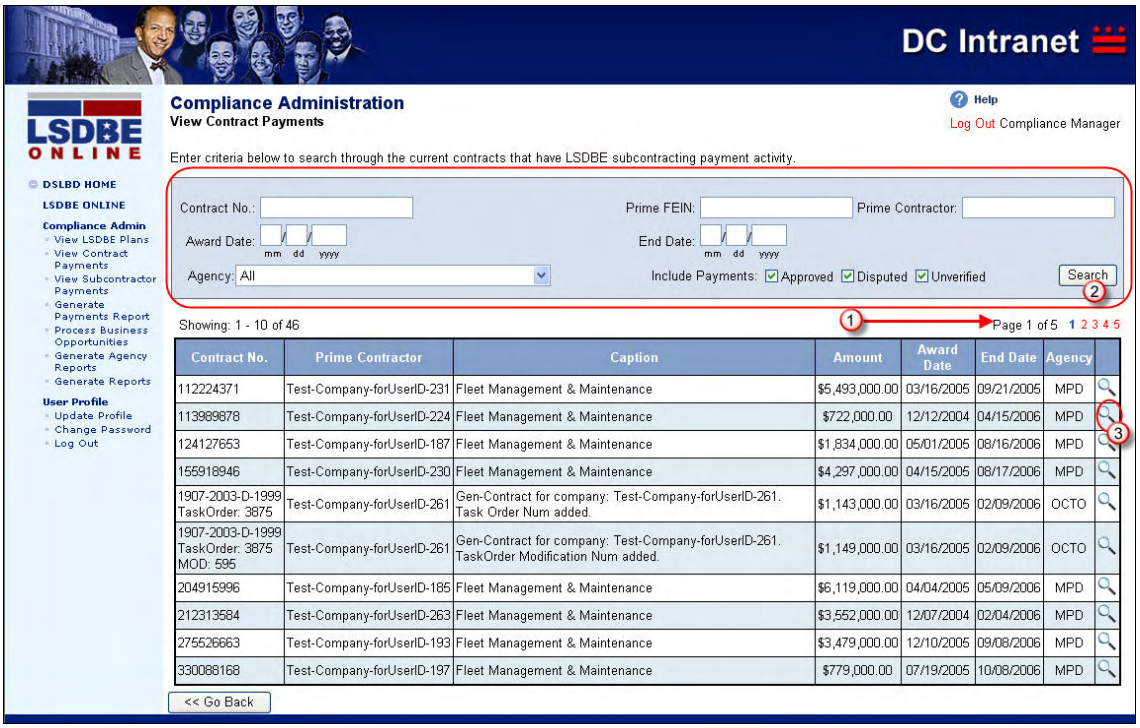


Figure 33: View Contract Payments Screen

1. The default view shows all active subcontractors with any kind of payments attached to them in the results table. This may be several pages. You should enter some search information in the search box to narrow down the results table.

2. Enter information into any or all of the fields as desired. If you enter multiple fields, the system will display only those results that match all entered criteria.

   Enter **Contract Number** search criteria by entering the whole contract number into the field. If this is the only criteria you want to see, select the "Search" button, and the results will be displayed in the table below. If you want to enter other criteria, you may do so before selecting the "Search" button.

   Enter **Prime Contractor** search criteria by FEIN or Company Name. If this is the only criteria you want to see, select the "Search" button, and the results will be displayed in the table below. If you want to enter other criteria, you may do so before selecting the "Search" button.

   Enter **Award Date** search criteria in mm/dd/yyyy format. If this is the only criteria you want to see, select the "Search" button, and the results will be displayed in the table below. If you want to enter other criteria, you may do so before selecting the "Search" button.

Enter **End Date** search criteria in mm/dd/yyyy format. If this is the only criteria you want to see, select the "Search" button, and the results will be displayed in the table below. If you want to enter other criteria, you may do so before selecting the "Search" button.

Enter **Agency** search criteria by selecting an agency from the drop-down list. If this is the only criteria you want to see, select the "Search" button, and the results will be displayed in the table below. If you want to enter other criteria, you may do so before selecting the "Search" button.

Select **Payment** search criteria by checking the boxes in front of the type of payments you want to see. If you do not want to see a particular type of payments, uncheck the box and that type will not show up in the results table. If this is the only criteria you want to see, select the "Search" button, and the results will be displayed in the table below. If you want to enter other criteria, you may do so before selecting the "Search" button.

3. All active subcontractor payments that meet all search criteria entered will be displayed in the results table. Selecting a column heading allows you to display the entire table, sorted by the selected column heading. Selecting the heading one time will display that column in an ascending order (A to Z); selecting it a second time will sort in a descending order (Z to A). To view the details for a particular payment, select the View icon at the end of the row. This will take you to the detailed screen for that payment.

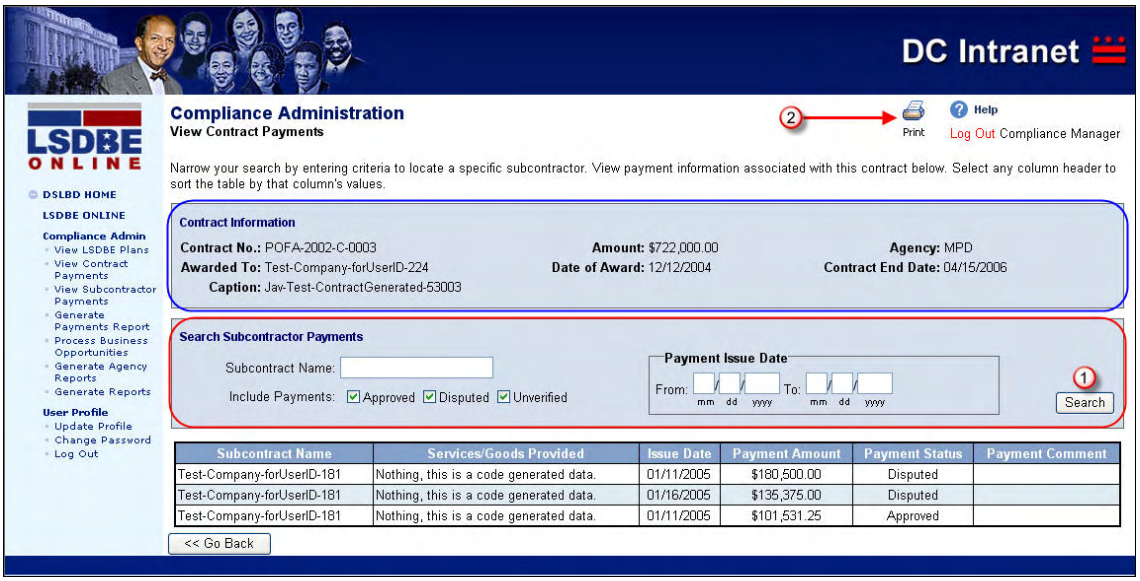


Figure 34: View Contract Payments detail Screen

1. The Contract Information box is read-only and contains the following contract information:
   - Contract Number, MOD or Task Order numbers (if applicable)
   - Amount of the contract

- Agency providing the contract
- Prime contractor ("Awarded To")
- Date of Award (date the contract was given to the prime contractor)
- Contract End Date (date the contract is set to expire)
- Caption (a brief description or title for the contract as recorded in OCP's database)

The default view shows all payments for the contract. This may be several pages of information. To narrow down the display, enter information into any or all of the fields as desired. If you enter multiple fields, the system will display only those results that match all entered criteria.

Enter **Subcontractor Name** in the search field. If this is the only criteria you want to see, select the "Search" button, and the results will be displayed in the table below. If you want to enter other criteria, you may do so before selecting the "Search" button.

Enter **Payment Issue Date** search criteria in the fields provided. You should enter a date range in mm/dd/yyy format, with both a from and to dates. If this is the only criteria you want to see, select the "Search" button, and the results will be displayed in the table below. If you want to enter other criteria, you may do so before selecting the "Search" button.

Select **Payment** search criteria by checking the boxes in front of the type of payments you want to see. If you do not want to see a particular type of payments, uncheck the box and that type will not show up in the results table. If this is the only criteria you want to see, select the "Search" button, and the results will be displayed in the table below. If you want to enter other criteria, you may do so before selecting the "Search" button.

2. All subcontractor payments that meet your search criteria will be displayed in the results table. Selecting a column heading allows you to display the entire table, sorted by the selected column heading. Selecting the heading one time will display that column in an ascending order (A to Z); selecting it a second time will sort in a descending order (Z to A). Select the Print icon to print out a copy of the page.

5.4 View Subcontractor Payments

Selecting the "View Subcontractor Payments" button displays the following screen.

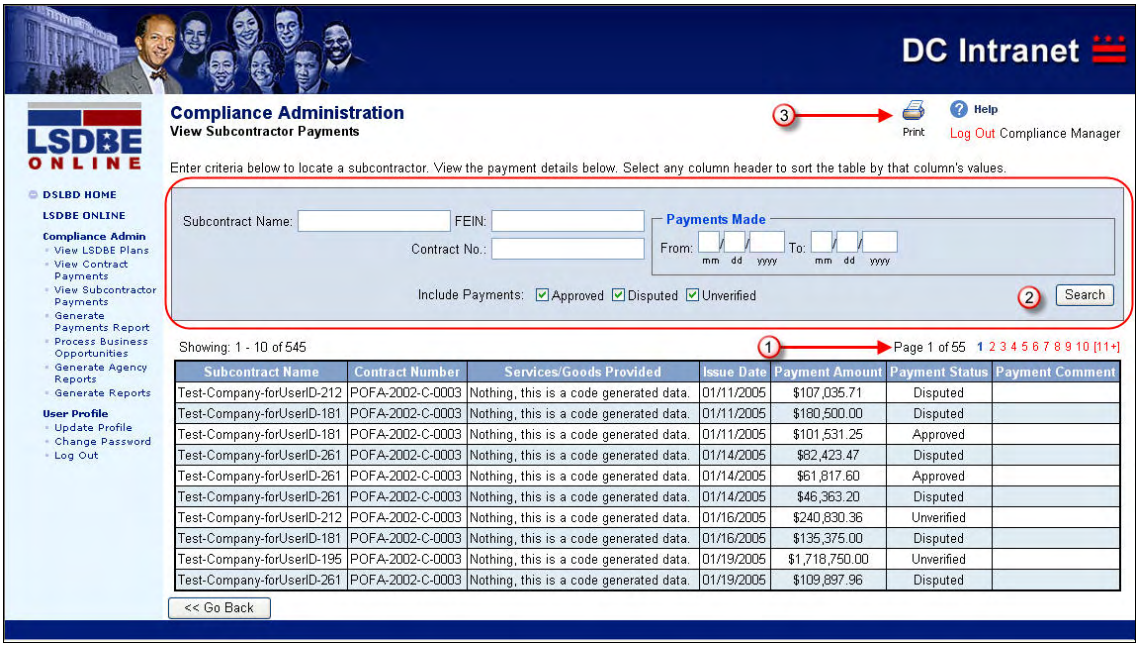


Figure 35: View Subcontractor Payments Screen

1. The default view displays all active subcontractors with any kind of payments attached to them that are in the database.
2. To narrow down the number of items displayed, enter search criteria in the top box and select the "Search" button. You can fine tune what is displayed by selecting any combination of payments to include (checked boxes) or exclude (unchecked boxes).
3. To print out the results, select the Print icon Print.

5.5 Generate Payments Report

Selecting the "Generate Payments Report" button displays the following screen.

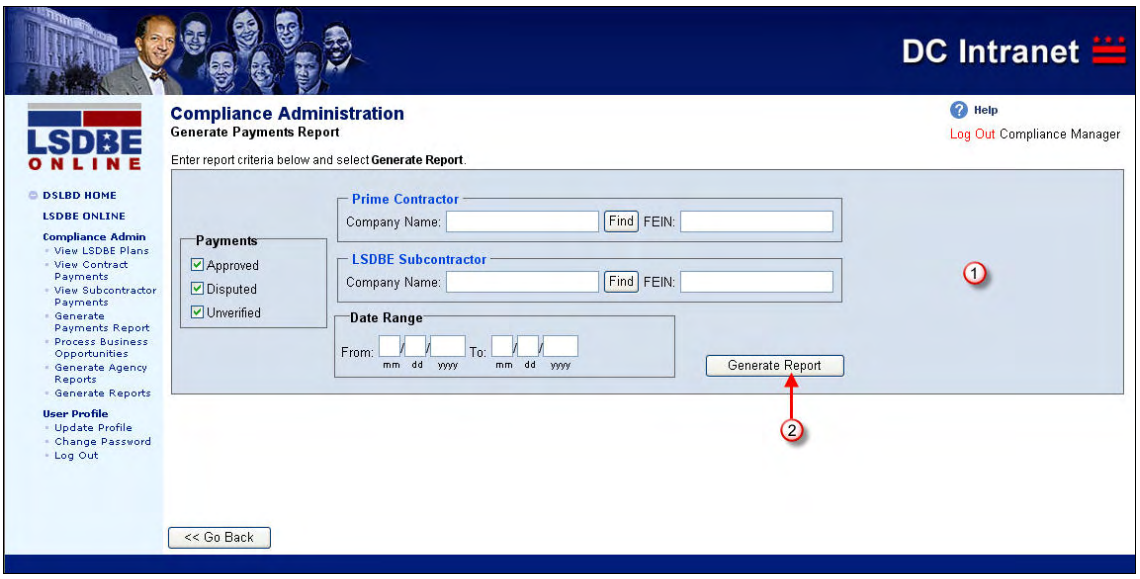


Figure 36: Print Payment Reports Screen

1. Enter criteria to customize the output of your Payments Report. Enter as much or as little information in the fields as you desire.

   Enter **Payments** criteria by checking the payment types you want to include in your report and unchecking those to exclude from your report. If this is the only criteria you want to see on your report, select the "Generate Report" button, and the results will be displayed in a new screen. If you want to enter other criteria, you may do so before selecting the "Generate Reports" button.

   Enter **Prime Contractor** criteria by entering either the Company Name or FEIN into the fields. If you enter two or more letters into the Company Name field, select the "Find" button to see a list of companies that have those letters in the name and select the desired one. If this is the only criteria you want to see on your report, select the "Generate Report" button, and the results will be displayed in a new screen. If you want to enter other criteria, you may do so before selecting the "Generate Reports" button.

   Enter **LSDBE Subcontractor** criteria by entering either the Company Name or FEIN into the fields. If you enter two or more letters into the Company Name field, select the "Find" button to see a list of companies that have those letters in the name and select the desired one. If you enter two or more letters into the name field, select the "Find" button to see a list of companies that have those letters in the name. If this is the only criteria you want to see on your report, select the "Generate Report" button, and the results will be displayed in a new screen. If you want to enter other criteria, you may do so before selecting the "Generate Reports" button.

   Enter **Date Range** criteria by entering a "From" and "To" dates in mm/dd/yyy format. If this is the only criteria you want to see on your report, select the "Generate Report" button, and the results will be displayed in a new screen. If you want to enter other criteria, you may do so before selecting the "Generate Reports" button.

2. Selecting **"Generate Reports"** after entering some criteria will allow the system to gather all results that meet the criteria you entered. The results are displayed on a new screen.

For the following example, Test-Company-forUserID-183 was input as the Subcontractor Name.

Payments Report
For Test-Company-forUserID-183
From 02/11/2005 to 01/20/2006

This report contains all approved, disputed, and unverified payments for the date range indicated above.

Select any column header to sort the table by that column's values.

Issue Date	Prime Contractor	Payment Status	Payment Amount	Contract No.	Payment Comment	Services/Goods Provided
02/11/2005	Test-Company-forUserID-251	Approved	$116,734.69	POFA-2002-C-0003		Nothing, this is a code generated data.
02/11/2005	Test-Company-forUserID-251	Approved	$87,551.02	POFA-2002-C-0003		Nothing, this is a code generated data.
02/21/2005	Test-Company-forUserID-251	Approved	$65,663.27	POFA-2002-C-0003		Nothing, this is a code generated data.
04/29/2005	Test-Company-forUserID-236	Disputed	$384,714.29	POFA-2002-C-0003		Nothing, this is a code generated data.
04/29/2005	Test-Company-forUserID-236	Approved	$1,154,142.86	POFA-2002-C-0003		Nothing, this is a code generated data.
07/12/2005	Test-Company-forUserID-205	Approved	$391,285.71	POFA-2002-C-0003		Nothing, this is a code generated data.
07/12/2005	Test-Company-forUserID-205	Unverified	$97,821.43	POFA-2002-C-0003		Nothing, this is a code generated data.
07/12/2005	Test-Company-forUserID-205	Approved	$293,464.29	POFA-2002-C-0003		Nothing, this is a code generated data.
07/17/2005	Test-Company-forUserID-205	Disputed	$130,428.57	POFA-2002-C-0003		Nothing, this is a code generated data.
07/27/2005	Test-Company-forUserID-205	Approved	$130,428.57	POFA-2002-C-0003		Nothing, this is a code generated data.
08/04/2005	Test-Company-forUserID-204	Disputed	$313,316.33	POFA-2002-C-0003		Nothing, this is a code generated data.
08/14/2005	Test-Company-forUserID-204	Unverified	$234,987.24	POFA-2002-C-0003		Nothing, this is a code generated data.
08/14/2005	Test-Company-forUserID-204	Disputed	$417,755.10	POFA-2002-C-0003		Nothing, this is a code generated data.
08/14/2005	Test-Company-forUserID-204	Disputed	$1,253,265.31	POFA-2002-C-0003		Nothing, this is a code generated data.
08/19/2005	Test-Company-forUserID-204	Approved	$417,755.10	POFA-2002-C-0003		Nothing, this is a code generated data.
08/24/2005	Test-Company-forUserID-204	Disputed	$704,961.73	POFA-2002-C-0003		Nothing, this is a code generated data.
01/15/2006	Test-Company-forUserID-199	Disputed	$331,541.55	POFA-2002-C-0003		Nothing, this is a code generated data.
01/15/2006	Test-Company-forUserID-199	Unverified	$248,656.16	POFA-2002-C-0003		Nothing, this is a code generated data.
01/20/2006	Test-Company-forUserID-199	Approved	$186,492.12	POFA-2002-C-0003		Nothing, this is a code generated data.
01/20/2006	Test-Company-forUserID-199	Disputed	$442,055.39	POFA-2002-C-0003		Nothing, this is a code generated data.

Print This Report Return to Previous Page

Figure 37: Print Payments Report – Generate Report Selected

Select "Print This Report" to pop-up a print dialog window. For your ease of reading, you may wish to set your printer preferences or options to print this report in a landscape view. You should already have a printer set as your default printer in order to do this. The following figure depicts one type of printer window that you may see. The actual window you see depends on your network configuration, printer, and what versions of software you are running on your computer and printer. Select the "Print" button to send the report to the printer.

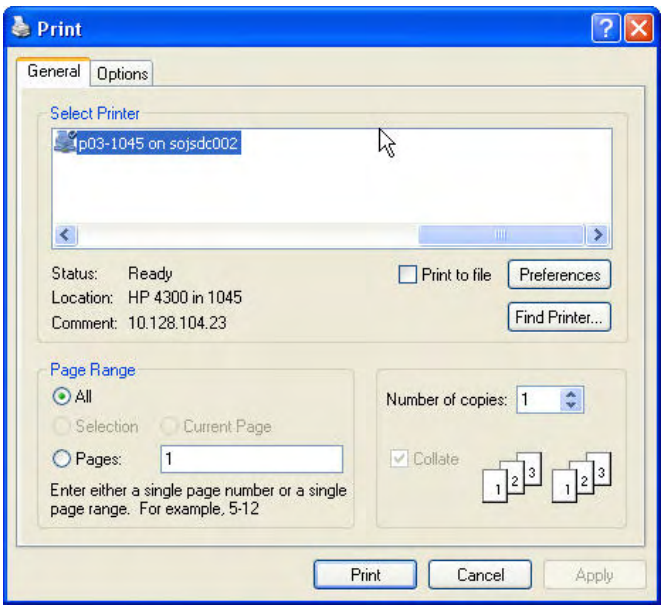


Figure 38: Print Pop-up Window

5.6 Process Business Opportunities

Business opportunities allow both companies and agencies to "advertise" for additional help as well as allowing certified LSDBE companies to look for new or additional work. Opportunities are submitted in two ways. Prime contractors (vs. public agencies and companies) may submit an opportunity for an existing contract while they are logged into the application. Any agency or company can submit an opportunity via the Internet. All opportunities are reviewed and either approved or rejected. Emails are automatically sent to the companies that sent in the opportunities letting them know the status.

Selecting the "Process Business Opportunities" button displays the following screen.

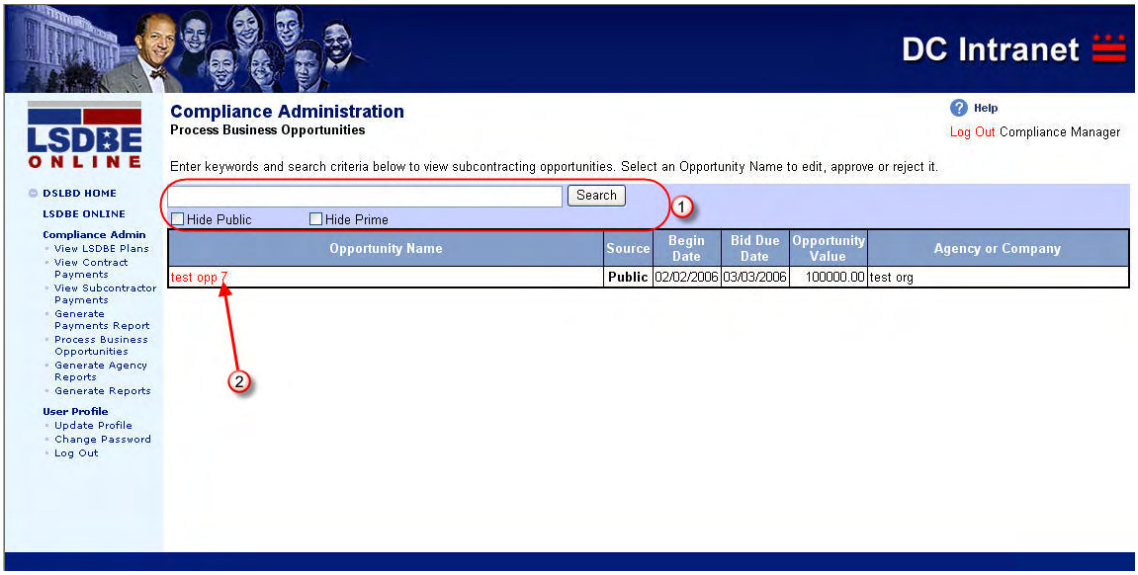


Figure 39: Approve Business Opportunities Screen

The default view lists all opportunities submitted by both the public and prime contractors.

1. If the display if very large, you may want to narrow down your search. Enter a word or phrase to search for a specific opportunity. If this is the only criteria you want to see, select the "Search" button, and the results will be displayed in the table below. If you want to enter other criteria, you may do so before selecting the "Search" button.

   Check the "Hide Public" box to display only prime-contractor submitted opportunities. Check the "Hide Prime" box to display only the publicly submitted opportunities. Do not check both boxes or else nothing will be displayed. The default is to display both kinds of opportunities (both boxes unchecked). If this is the only criteria you want to see, select the "Search" button, and the results will be displayed in the table below. If you want to enter other criteria, you may do so before selecting the "Search" button.

2. The submitted opportunities are displayed in a table with the following fields:

   - Opportunity Name (brief description of the opportunity)
   - Source (public or prime)
   - Begin Date (date the opportunity is available)
   - Bid Due Date (date bids are due into the agency or company)

- Opportunity Value (dollar amount available)
- Agency or Company (that submitted the opportunity)

Choose an opportunity by selecting the Opportunity Name in order to display the details in a new screen.

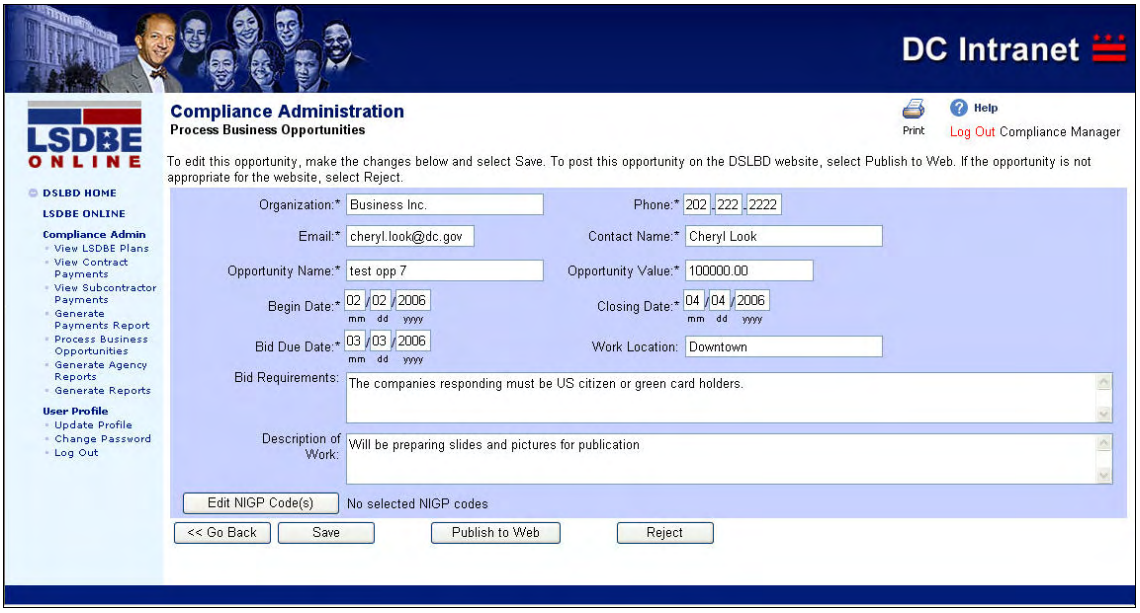


Figure 40: Subcontracting Opportunity Submitted by a Public Company

Select an opportunity to see the details of the submission. You can edit some of the fields if necessary (i.e., wording, punctuation, grammar).

The difference between a prime-company opportunity submitted via LSDBE Online and one sent in via the Internet is that the prime's subcontracting opportunity is specific to a contract that they are currently associated with.

Select “Publish to Web” to accept the opportunity or “Reject” to reject the opportunity. An email notifies the submitter when the opportunity has been rejected.

5.7 Generate Agency Reports

Selecting “Generate Agency Reports” displays the following screen.

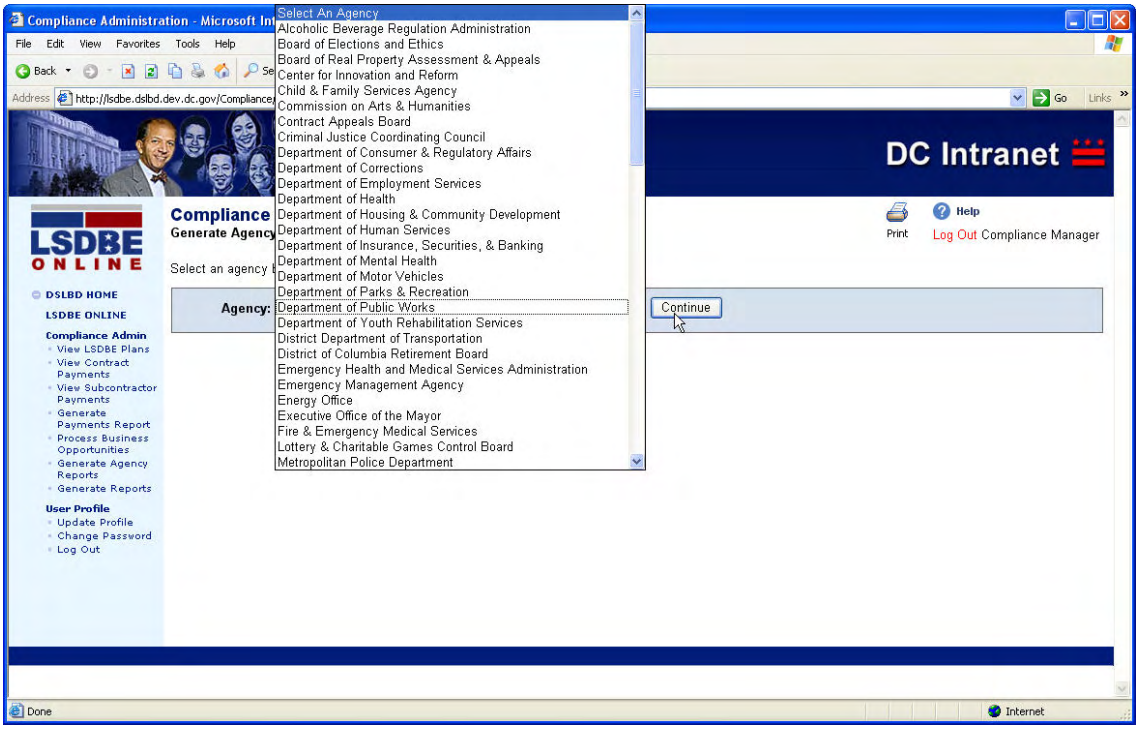
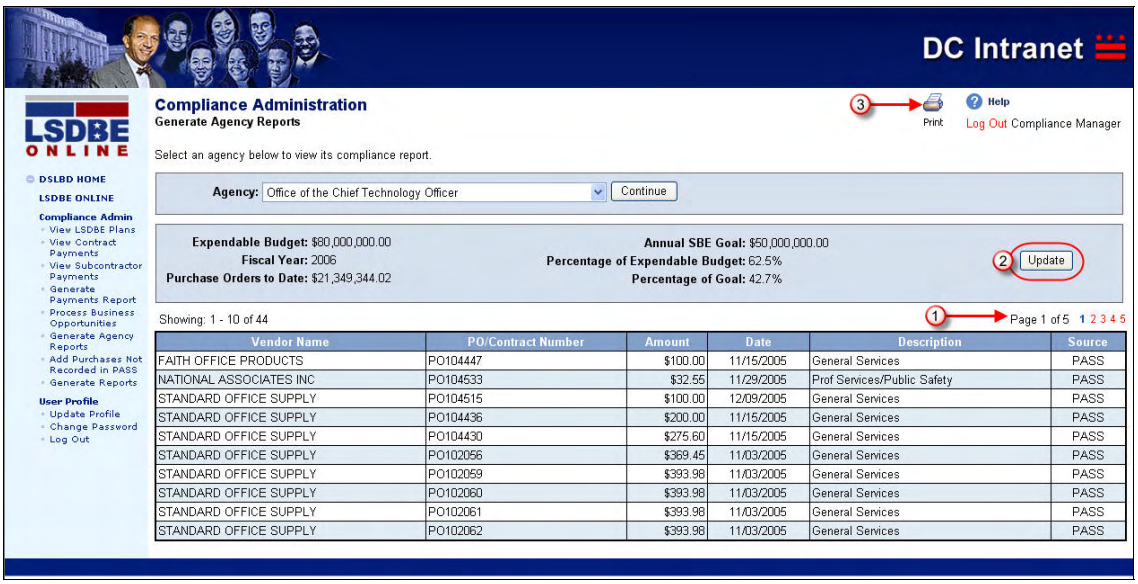


Figure 41: View Agency Compliance Screen

Enter an Agency from the drop-down list and select “Continue”.

The following screen displays the agency goals with all purchase orders in the system to date; this will most likely be several pages.



Vendor Name	PO/Contract Number	Amount	Date	Description	Source
FAITH OFFICE PRODUCTS	PO104447	$100.00	11/15/2005	General Services	PASS
NATIONAL ASSOCIATES INC	PO104533	$32.55	11/29/2005	Prof Services/Public Safety	PASS
STANDARD OFFICE SUPPLY	PO104515	$100.00	12/09/2005	General Services	PASS
STANDARD OFFICE SUPPLY	PO104436	$200.00	11/15/2005	General Services	PASS
STANDARD OFFICE SUPPLY	PO104430	$275.60	11/15/2005	General Services	PASS
STANDARD OFFICE SUPPLY	PO102056	$369.45	11/03/2005	General Services	PASS
STANDARD OFFICE SUPPLY	PO102059	$393.98	11/03/2005	General Services	PASS
STANDARD OFFICE SUPPLY	PO102060	$393.98	11/03/2005	General Services	PASS
STANDARD OFFICE SUPPLY	PO102061	$393.98	11/03/2005	General Services	PASS
STANDARD OFFICE SUPPLY	PO102062	$393.98	11/03/2005	General Services	PASS

Figure 42: Agency Compliance Information Screen

1. The selected agency's fiscal year goals that were input by the Agency at the start of the fiscal year are displayed. Agencies are allowed to input their goals only once per fiscal year. The fields displayed are:

   - Expendable Budget

- Annual LSDBE Goal—the amount of the expendable budget that the agency has committed to set aside for LSDBE awards
- Fiscal Year—the date of the displayed budget
- Percentage of Expendable Budget— the percentage of the expendable budget that was set aside for LSDBE awards
- Purchase Orders to Date—the total of all purchase order that are currently in PASS
- Percentage of Goal—how much of the total set-aside for LSDBE awards has been awarded.

The Purchase Order (PO) information shown in the table at the bottom is updated regularly from PASS and is read-only. Selecting a column heading allows you to display the entire table, sorted by the selected column heading. Selecting the heading one time will display that column in an ascending order (A to Z); selecting it a second time will sort in a descending order (Z to A).

2. The "Update" button will be shown if the agency has entered their fiscal year goals. Use this button to open up the Expendable Budget and Annual LSDBE Goal fields for editing. Enter the changes and select "Save."

3. Select the Print icon Print to print out a copy of this report.

5.8 Add Purchases Not Recorded in PASS

Selecting "Add Purchases Not Recorded in PASS" from the Administration screen will display the following screen.

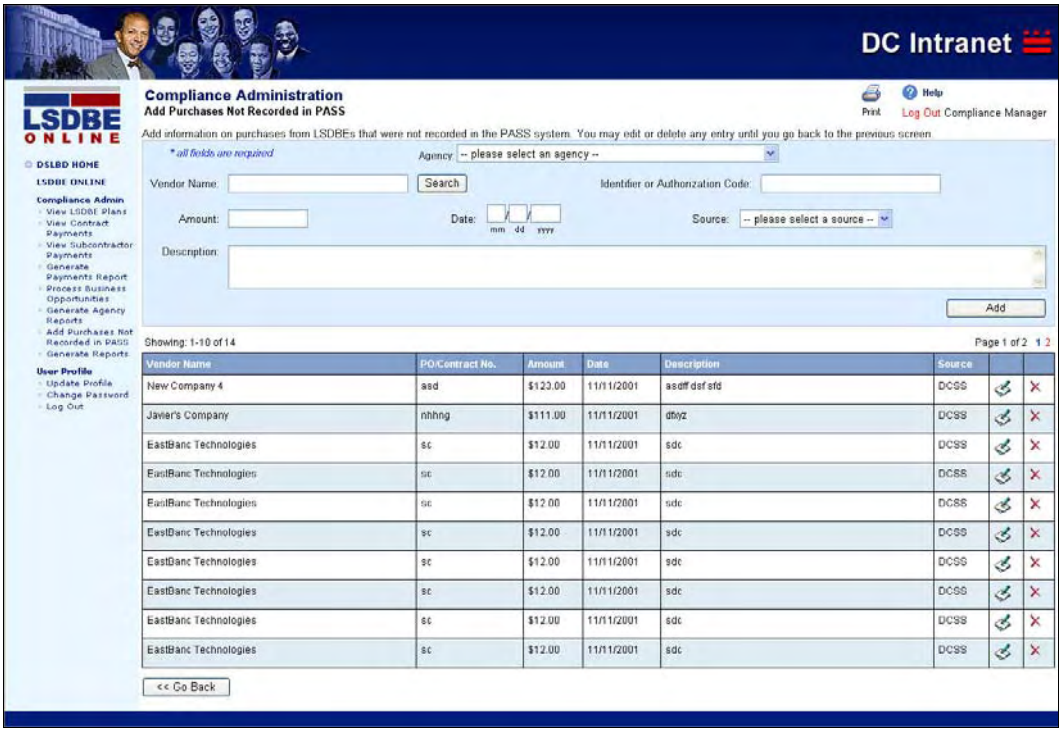


Figure 43: Add Purchases Not Recorded in PASS Screen

1. Select an Agency from the dropdown list.
2. Enter a Vendor name. You may enter part of a name and select Search to see a list of all vendors that match the search criteria.
3. Enter an Amount in the Amount field.
4. Enter the Date the purchase was made.
5. Select a Source from the drop-down field. Your choices are DCSS (DC Supply Schedule) or PC (Purchase Card).
6. Enter an Identification or Authorization Code (typically, when PC is selected as the Source this field will be utilized). This field may be left blank.
7. Enter a Description of the purchase.
8. Select Add to enter the purchase into the list.

Select the Edit icon for a specific item to change the fields, if necessary. The fields above the table will populate with that item's information. Make your changes in the fields and Select Apply Changes.

Select the Delete icon to remove an item from the list.

5.9 Generate Reports

Selecting "Generate Reports" from the Administration screen will display the following screen.

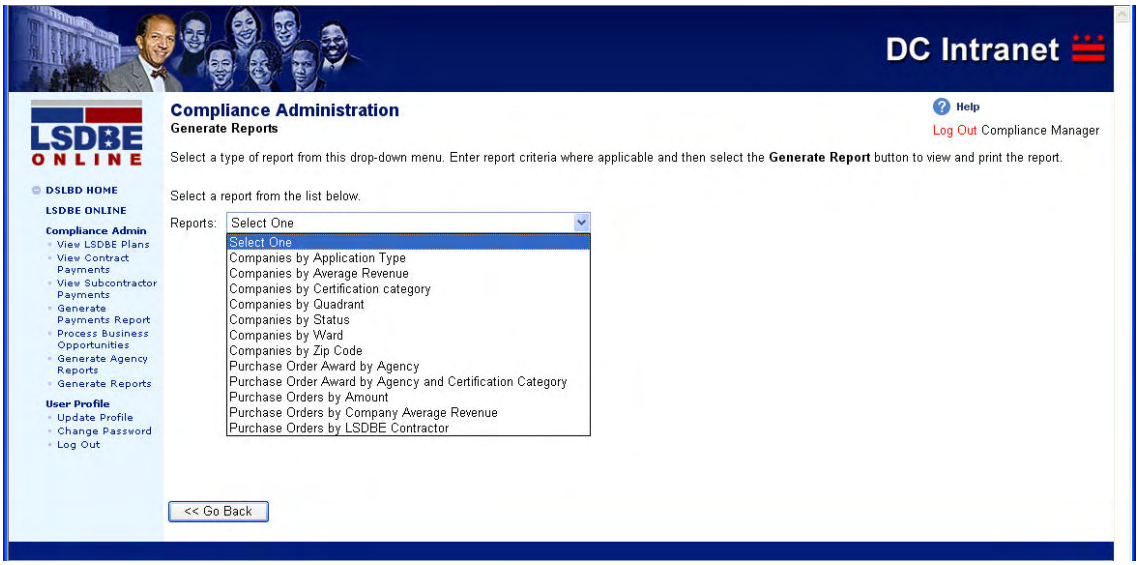


Figure 44: Print Reports Screen

Choose a type of report from the drop down menu. The screen will refresh and display the following screen.

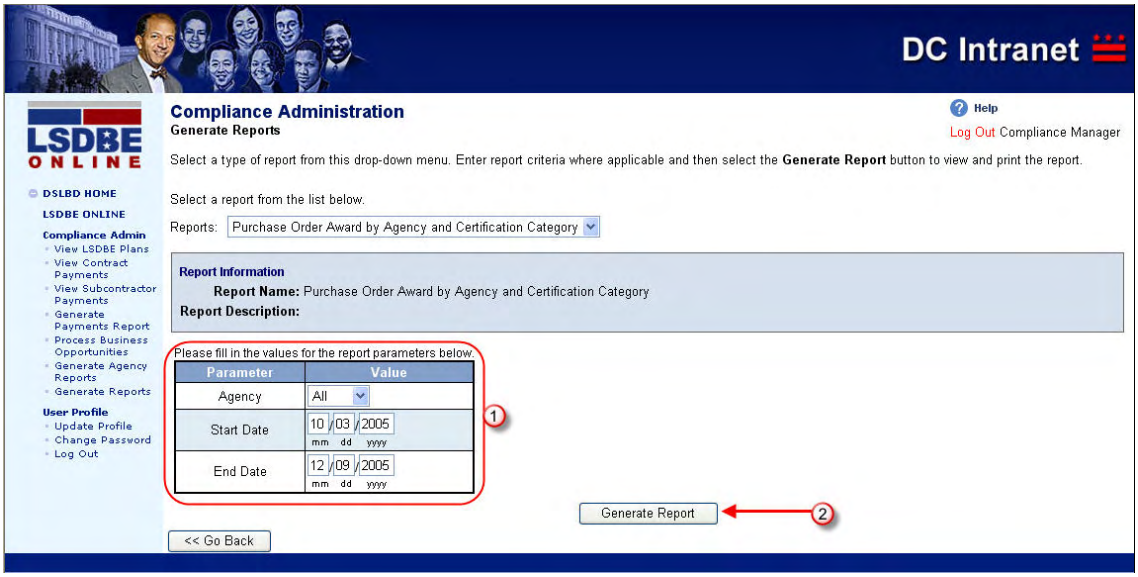


Figure 45: Enter Report Criteria

1. Enter the required report criteria in the fields provided. Criteria will differ for each report.
2. Select “Generate Report.” A sample report is shown below.

Certification Report
For Companies by Application Type
From 05/01/2003 to 01/10/2006

This report contains all LSDBE companies by Application Type

Application Type	Total Number of Applications
Certification	10
Joint Venture	2

Certification

Company Name	Address	Phone	Certification No.	Certification Date
Test-Company-forUserID-188	33 main st rt2 rockville MD 20850-2222		8354	05/26/2003
Test-Company-forUserID-189	33 main st rt2 rockville MD 20850-2222		8218	07/12/2003
Test-Company-forUserID-186	33 main st rt2 rockville MD 20850-2222		9285	09/23/2003
Test-Company-forUserID-198	33 main st rt2 rockville MD 20850-2222		190	12/08/2003
Test-Company-forUserID-182	1500 MASSACHUSETTS AVENUE SE WASHINGTON DC 20003		8541	04/03/2004
Test-Company-forUserID-182	3307 Msss Wash DC 22222		8541	04/03/2004
Test-Company-forUserID-183	1500 MASSACHUSETTS AVENUE SE WASHINGTON DC 20003		7278	07/30/2004
Test-Company-forUserID-183	3307 Msss Wash DC 22222		7278	07/30/2004
Test-Company-forUserID-195	33 main st rt2 rockville MD 20850-2222		935	10/22/2004
Test-Company-forUserID-179	1500 MASSACHUSETTS AVENUE SE WASHINGTON DC 20003		9355	12/24/2004
Test-Company-forUserID-179	3307 Msss Wash DC 22222		9355	12/24/2004
Test-Company-forUserID-177	1500 MASSACHUSETTS AVENUE SE WASHINGTON DC 20003		LSDBEYYYXXX	11/08/2005
Test-Company-forUserID-177	3307 Msss Wash DC 22222		LSDBEYYYXXX	11/08/2005
Test-Company-forUserID-193	33 main st rt2 rockville MD 20850-2222		6578	12/28/2005

Recertification

Company Name	Address	Phone	Certification No.	Certification Date

Upgrade

Company Name	Address	Phone	Certification No.	Certification Date

Joint Venture

Company Name	Address	Phone	Certification No.	Certification Date
Test-Company-forUserID-180	1500 MASSACHUSETTS AVENUE NW WASHINGTON DC 20005		5251	01/10/2004
Test-Company-forUserID-180	1500 MASSACHUSETTS AVENUE SE WASHINGTON DC 20003		5251	01/10/2004
Test-Company-forUserID-181	1500 MASSACHUSETTS AVENUE NW WASHINGTON DC 20005		1579	04/13/2005
Test-Company-forUserID-181	1500 MASSACHUSETTS AVENUE SE WASHINGTON DC 20003		1579	04/13/2005

Print This Page | Return to Previous Page

Figure 46: Generate Report Screen

Select “Print this Page” to pop-up a print dialog window. For your ease of reading, you may wish to set your printer preferences or options to print this report in a landscape view. You should already have a printer set as your default printer in order to do this. The following figure depicts one type of printer window that you may see. The actual window you see depends on your network configuration, printer, and what versions of software are running on your computer and printer. Select the “Print” button to send the report to the printer.

6 Certification Manager

Certification Managers and Certification Specialists can perform most of the same tasks. Managers have the added responsibility to assign specific applications to specialists, update incorrect FEINs, generate reports, and create mail merge files for letters and labels.

6.1 Certification Manager Administration

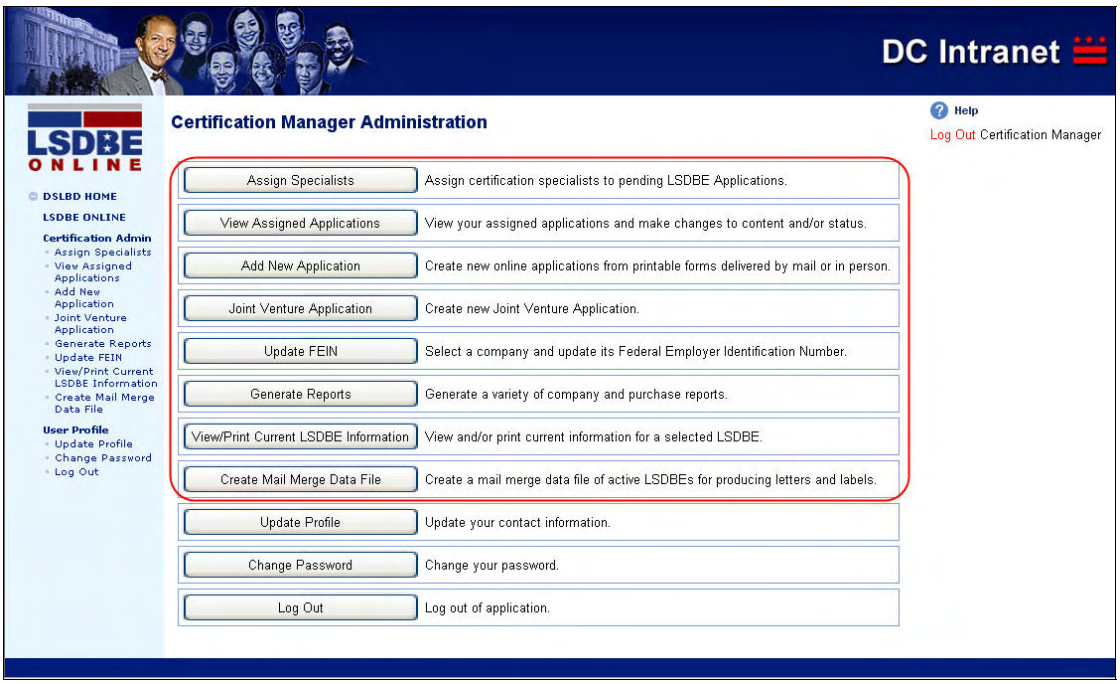


Figure 47: Certification Manager Administration Screen

6.2 Assign Specialists

Selecting “Assign Specialists” displays the following screen.

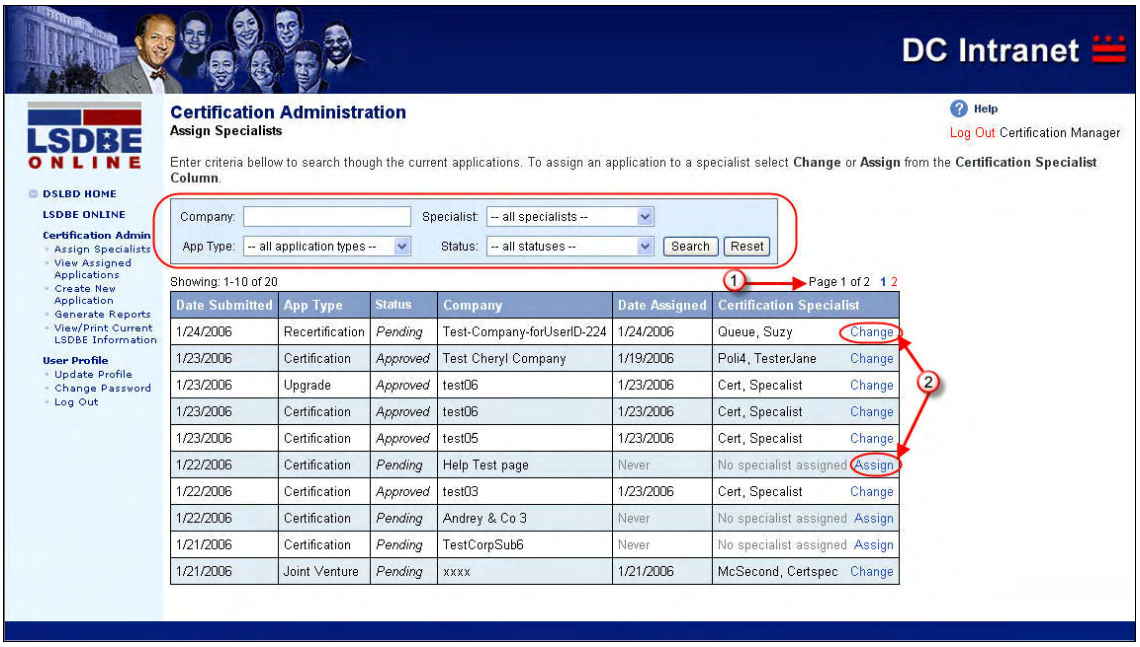


Figure 48: Assign Specialists

A certification manager will be able assign a specific certification specialist to an application.

1. The default view will list every application in the system. To narrow down the display, enter information into any or all of the fields as desired. If you enter multiple fields, the system will display only those results that match all entered criteria. Search criteria includes:

   Company—enter a company name in the field. If this is the only criteria you want to see, select the "Search" button, and the results will be displayed in the table below. If you want to enter other criteria, you may do so before selecting the "Search" button.

   Specialist—Select a specialist from the drop-down list, all applications assigned to this specialist will be displayed. If this is the only criteria you want to see, select the "Search" button, and the results will be displayed in the table below. If you want to enter other criteria, you may do so before selecting the "Search" button.

   App Type—Select a specific application type to display. Types available are: Certification, Joint Venture, Recertification, Upgrade or All. If this is the only criteria you want to see, select the "Search" button, and the results will be displayed in the table below. If you want to enter other criteria, you may do so before selecting the "Search" button.

   Status—Select a specific application status to be displayed. Status types are: Approved, Data Entry, Denied, Held in Abeyance, Pending, Provisional, Referred to LBOC, Referred to OAG, Returned or Withdrawn. If this is the only criteria you want to see, select the "Search" button, and the results will be displayed in the table below. If you want to enter other criteria, you may do so before selecting the "Search" button.

   Select the "Reset" button to clear all search fields. All results that meet your search criteria will be displayed. Selecting a column heading allows you to display the entire table, sorted by the selected column heading. Selecting the heading one time will

display that column in an ascending order (A to Z); selecting it a second time will sort in a descending order (Z to A).

2. To assign a specialist or change specialists, select either the “Assign” or “Change” link in the Certification Specialist column. Select a specialist's name from the drop-down list and select the “Save” link; selecting Cancel returns to the previous original assignment without change.

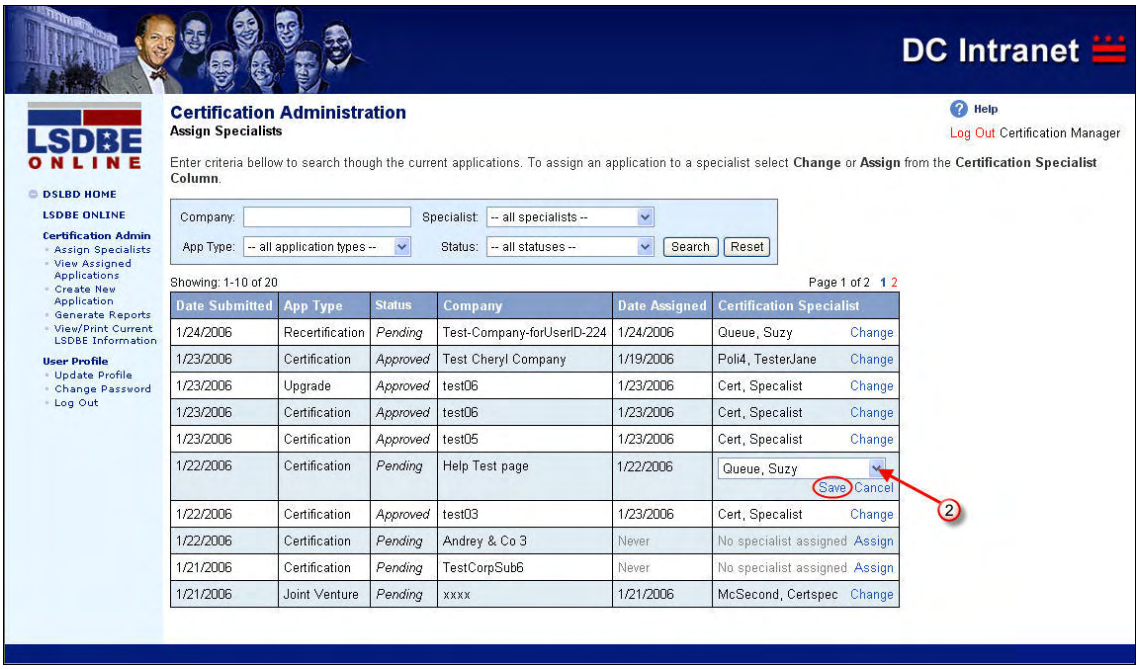


Figure 49: Assign Specialist Field Open

6.3 View Assigned Applications

See section 7.2

6.4 Add New Application

See section 7.3

6.5 Joint Venture Application

Select Joint Venture Application to display a registration screen as shown below:

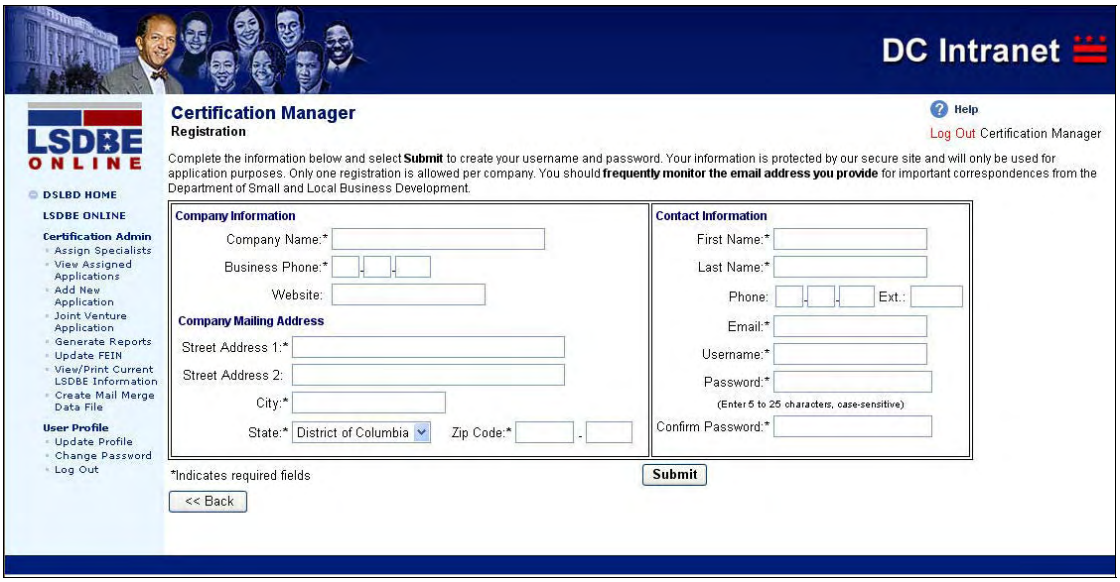


Figure 50: Register – Joint Venture Application

You should enter the name of the joint venture in the Company Name field. It should consist of part of the names of both companies involved and include "JV" at the end. Complete the registration and select Submit to bring up the following screen.

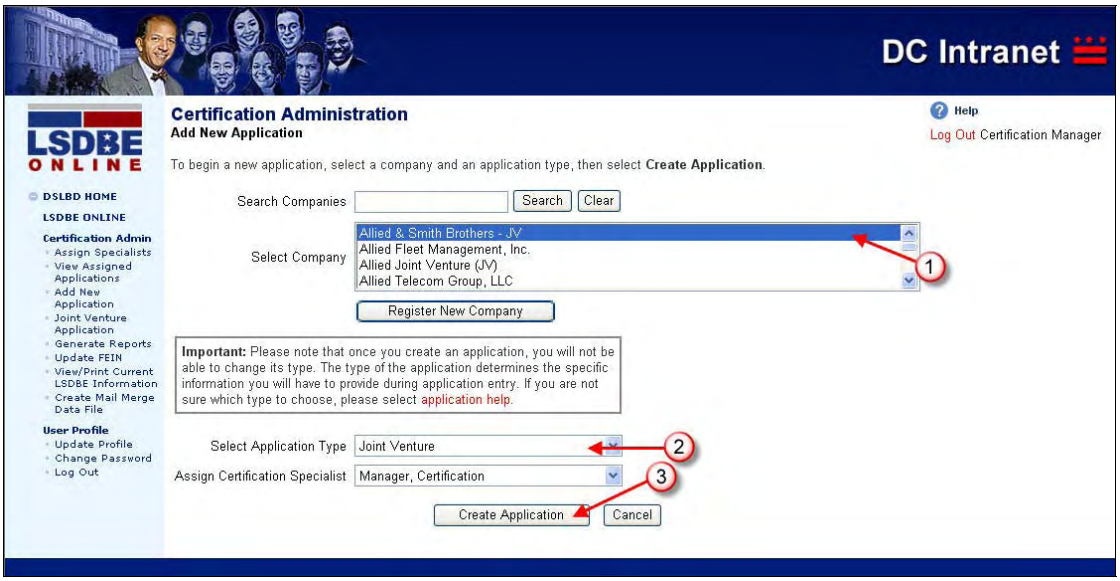


Figure 51: Add New Application – Joint Venture

1. Select the company name from the Select Company list.
2. Select Joint Venture as the Application Type
3. Select Create Application to bring up the following application screen.

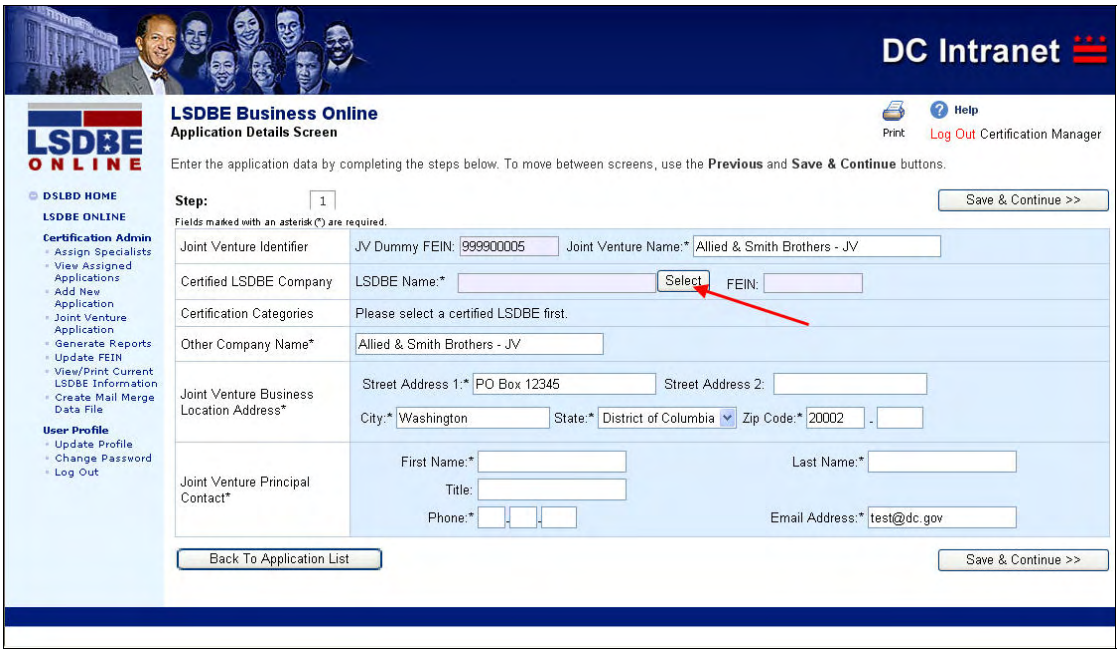


Figure 52: Joint Venture Application Details Screen

Enter the "Certified LSDBE Company" by entering all or part of the company name in the LSDBE Name field and selecting "Select". Once the company name is filled in, the "Principal Contact" information will be filled in and the "Certification Categories" will update. You may change the Principal Contact information if you desire. Select "Save & Continue" to save the application.

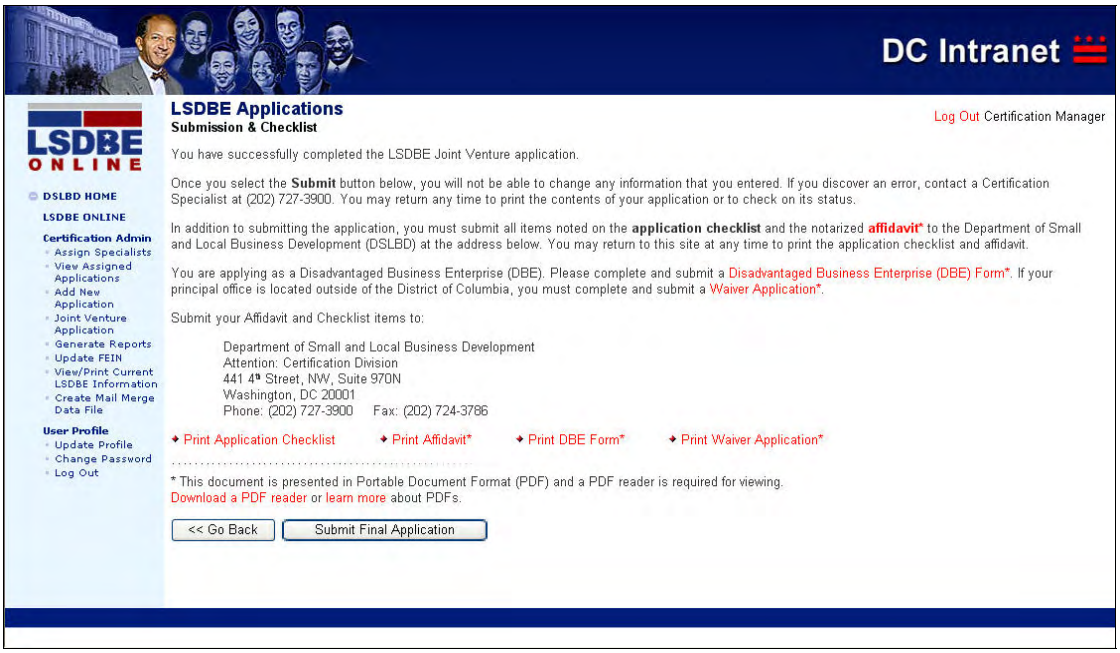


Figure 53: Submission & Checklist Screen

You can print out any of the needed checklist, affidavits, or forms by selecting any of the links on the screen above. They will open as pdf files in a separate window. Select Submit Final Application to place it in a Pending state.

6.6 Update FEIN

Select Update FEIN to display the following screen where you can change the FEIN for a company.

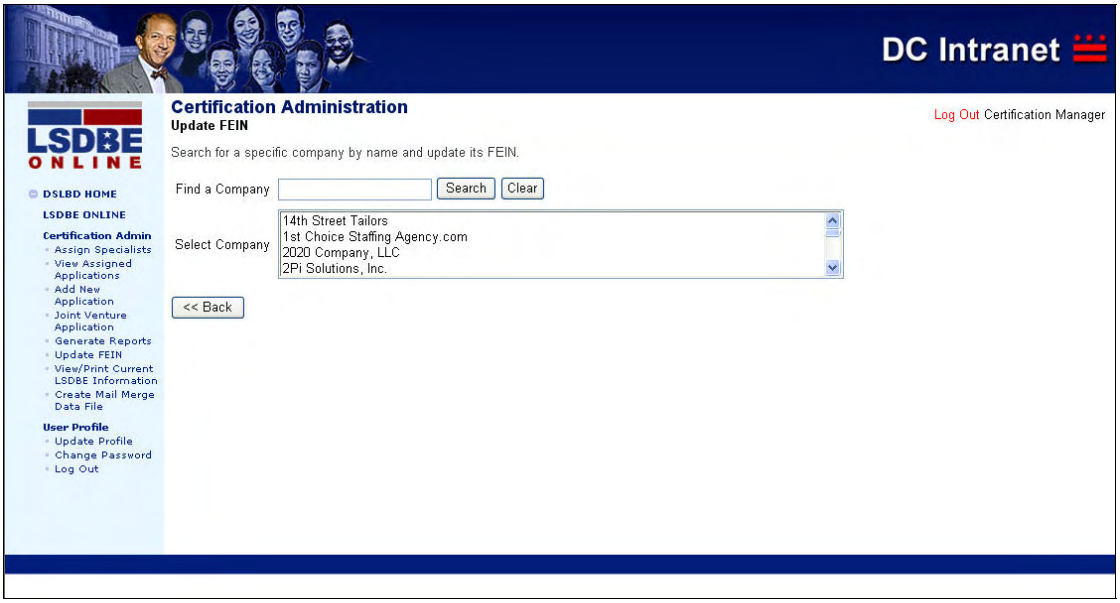


Figure 54: Update FEIN Screen

To update an FEIN:

1. Select the desired company from the "Select Company" list or enter all or part of a company's name in the "Find a Company" field and select "Search". If there are several companies with all or part of the name you entered, they will be shown in the "Select Company" list.
2. Once you have selected a company, the screen will update and display the "Current FEIN" for the company and a field where you can enter the "New FEIN".

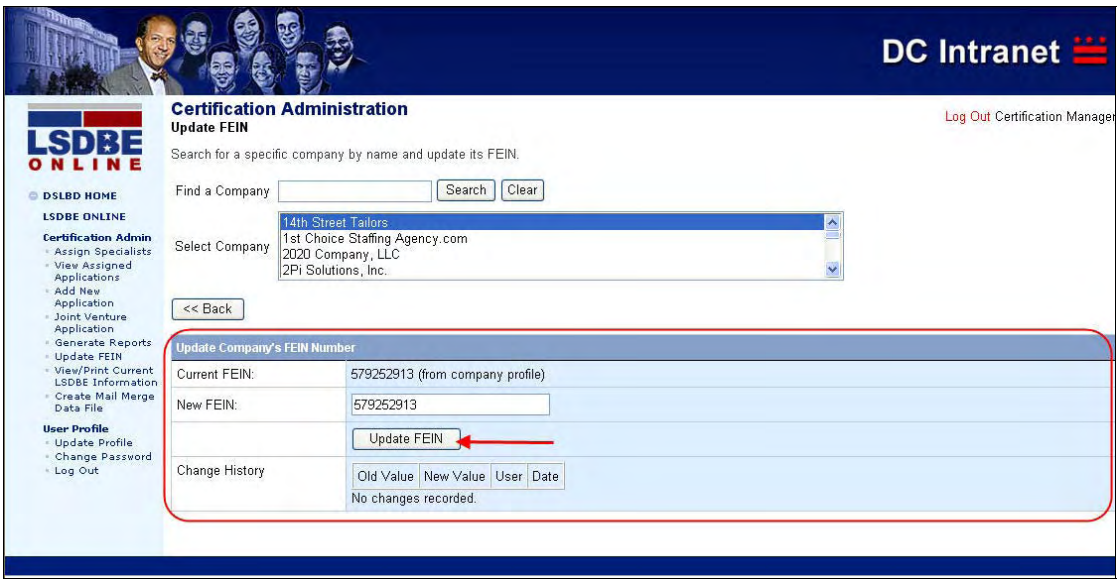


Figure 55: Company Selected for FEIN Update

3. Select the "Update FEIN" button to make the change. A popup window will ask you if you are sure you want to change the FEIN. Select "OK" to make the change, select "Cancel" to close the popup without making any changes to the record.

Figure 56: Update FEIN Confirmation Popup Window

4. After the change has been made, you will see an entry in the "Change History" table. The old FEIN and the new FEIN will be displayed along with your username and the date and time the change was made.

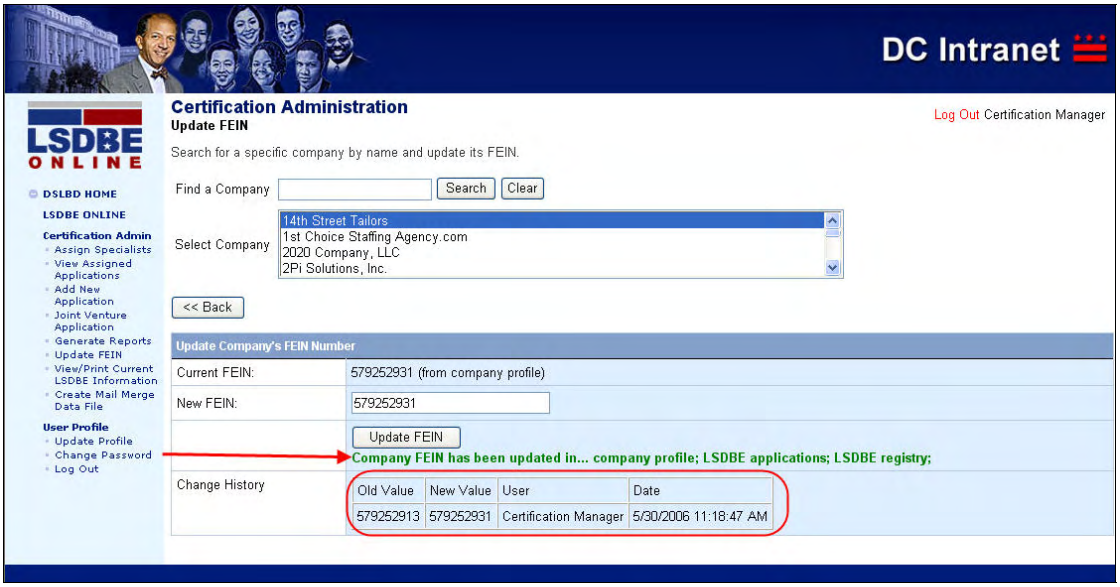


Figure 57: Updated FEIN

5. Use the "Back" button to return to the previous screen when you are done.

6.7 Generate Reports

Selecting Generate Reports displays the following screen.

Figure 58: Print Reports Screen

Select one of the available reports from the drop-down list. The screen refreshes and displays the criteria required for report generation.

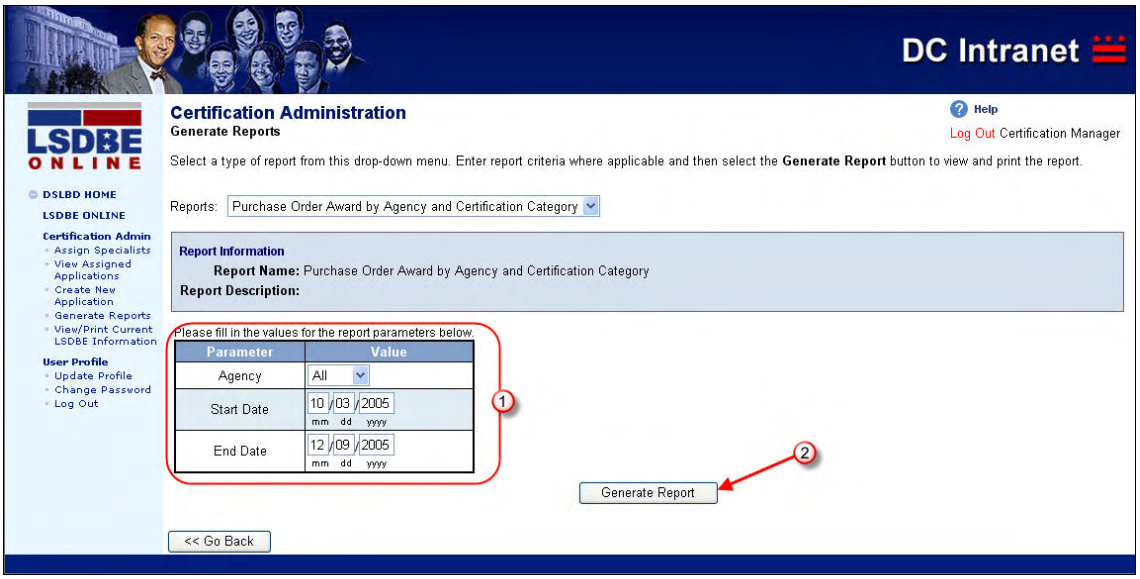


Figure 59: Generate Report Screen

1. Enter the required report criteria in the fields provided. Criteria will differ for each report.
2. Select “Generate Report”. A sample report is shown below.

Compliance Report
Purchase Order Award by Agency
From 10/03/2005 to 12/09/2005

(this control box will not be printed)
print window go back

DOC

PO Number	PO Amount	PO Date	Vendor Name	Description of Services of Goods	Set-aside
PO104580	$2,500.00	12/06/2005	LIFE INFINITE LLC	General Services	
PO104581	$2,500.00	12/06/2005	LIFE INFINITE LLC	Technology	
PO104586	$2,500.00	12/07/2005	LIFE INFINITE LLC	General Services	
PO104582-V3	$50,010.00	12/07/2005	LIFE INFINITE LLC	Transportatn/Specialty Equip	
PO104587	$100,000.00	12/07/2005	LIFE INFINITE LLC	Transportatn/Specialty Equip	

DPR

PO Number	PO Amount	PO Date	Vendor Name	Description of Services of Goods	Set-aside
PO104474-V2	$100,245.00	11/18/2005	JLC-ALPHA	Prof Services/Public Safety	

EOM

PO Number	PO Amount	PO Date	Vendor Name	Description of Services of Goods	Set-aside
PO102090	$30,000.00	11/22/2005	LIFE INFINITE LLC	General Services	

OCTO

PO Number	PO Amount	PO Date	Vendor Name	Description of Services of Goods	Set-aside
PO102045	$100.00	10/03/2005	ANVEX CONSTRUCTION & INSP, LLC	Road And Highway Structures	
PO102050	$1,000.00	11/03/2005	BLUEBOY BLUEPRINTING CORP	General Services	
PO102056	$369.45	11/03/2005	STANDARD OFFICE SUPPLY	General Services	
PO102059	$393.98	11/03/2005	STANDARD OFFICE SUPPLY	General Services	
PO102060	$393.98	11/03/2005	STANDARD OFFICE SUPPLY	General Services	
PO102061	$393.98	11/03/2005	STANDARD OFFICE SUPPLY	General Services	
PO102062	$393.98	11/03/2005	STANDARD OFFICE SUPPLY	General Services	
PO102063	$393.98	11/03/2005	STANDARD OFFICE SUPPLY	General Services	
PO102064	$393.98	11/03/2005	STANDARD OFFICE SUPPLY	General Services	
PO102065	$393.98	11/03/2005	STANDARD OFFICE SUPPLY	General Services	
PO102066	$393.98	11/03/2005	STANDARD OFFICE SUPPLY	General Services	
PO102067	$393.98	11/03/2005	STANDARD OFFICE SUPPLY	General Services	
PO102068	$393.98	11/03/2005	STANDARD OFFICE SUPPLY	General Services	
PO102069	$393.98	11/03/2005	STANDARD OFFICE SUPPLY	General Services	
PO102070	$393.98	11/03/2005	STANDARD OFFICE SUPPLY	General Services	
PO102071	$393.98	11/03/2005	STANDARD OFFICE SUPPLY	General Services	
PO102072	$393.98	11/03/2005	STANDARD OFFICE SUPPLY	General Services	
PO102076	$1,078.90	11/08/2005	STANDARD OFFICE SUPPLY	General Services	
PO102077	$1,078.90	11/08/2005	STANDARD OFFICE SUPPLY	General Services	
PO102078	$1,078.90	11/08/2005	STANDARD OFFICE SUPPLY	General Services	
PO102079	$1,078.90	11/08/2005	STANDARD OFFICE SUPPLY	General Services	
PO102080	$1,078.90	11/08/2005	STANDARD OFFICE SUPPLY	General Services	
PO102081	$1,078.90	11/08/2005	STANDARD OFFICE SUPPLY	General Services	
PO102082	$1,078.90	11/08/2005	STANDARD OFFICE SUPPLY	General Services	
PO102083	$1,078.90	11/08/2005	STANDARD OFFICE SUPPLY	General Services	
PO102084	$1,078.90	11/08/2005	STANDARD OFFICE SUPPLY	General Services	
PO102085	$753.40	11/08/2005	STANDARD OFFICE SUPPLY	General Services	
PO104428	$744.50	11/15/2005	STANDARD OFFICE SUPPLY	General Services	
PO104430	$275.60	11/15/2005	STANDARD OFFICE SUPPLY	General Services	
PO104436	$200.00	11/15/2005	STANDARD OFFICE SUPPLY	General Services	
PO104447	$100.00	11/15/2005	FAITH OFFICE PRODUCTS	General Services	
PO104462	$1,000.00	11/17/2005	THE AD AGENCY	Prof Services/Public Safety	
PO104468	$659.60	11/18/2005	STANDARD OFFICE SUPPLY	General Services	
PO104467-V3	$2,883.20	11/18/2005	STANDARD OFFICE SUPPLY	General Services	
PO102088	$8,000.00	11/21/2005	LIFE INFINITE LLC	General Services	
PO102089	$80,000.00	11/21/2005	LIFE INFINITE LLC	General Services	
PO102092	$15,000.00	11/22/2005	COMPUTER WORLD SERVICES	Transportatn/Specialty Equip	
PO104497-V3	$25,149.00	11/23/2005	LIFE INFINITE LLC	Technology	
PO104520	$0.99	11/28/2005	P & P OFFICE & FURNITURE SUP	General Services	
PO104521	$100.00	11/28/2005	LIFE INFINITE LLC	General Services	
PO104528	$0.99	11/29/2005	P & P OFFICE & FURNITURE SUP	General Services	
PO104527-V2	$100.00	11/29/2005	LIFE INFINITE LLC	Transportatn/Specialty Equip	
PO104533	$32.55	11/29/2005	NATIONAL ASSOCIATES INC	Prof Services/Public Safety	
PO104541	$96.40	11/29/2005	P & P OFFICE & FURNITURE SUP	General Services	
PO104519-V2	$100.00	11/30/2005	LIFE INFINITE LLC	General Services	
PO104555	$23.00	12/01/2005	INTERNATIONAL BUILDERS, INC	General Services	
PO104574	$2,500.00	12/06/2005	LIFE INFINITE LLC	General Services	
PO104575	$2,500.00	12/06/2005	LIFE INFINITE LLC	Technology	

Print This Page Return to Previous Page

Figure 60: Print Report Page

Select “Print this Page” or “print window” to pop-up a print dialog window. For your ease of reading, you may wish to set your printer preferences or options to print this report in a landscape view. You should already have a printer set as your default printer in order to do this. The following figure depicts one type of printer window that you may see. The actual window you see depends on your network configuration, printer, and what versions of software are running on your computer and printer. Select the “Print” button to send the report to the printer.

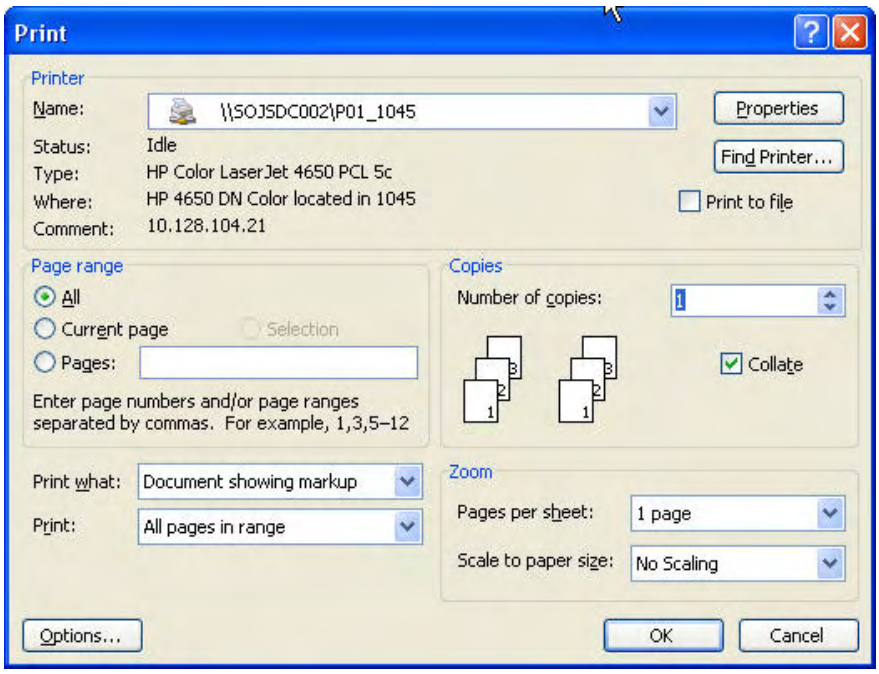


Figure 61: Print Window (your window may be different)

6.8 View/Print Current LSDBE Information

See Section 7.4

6.9 Create Mail Merge Data File

Selecting Create Mail Merge Data File will display the following screen:

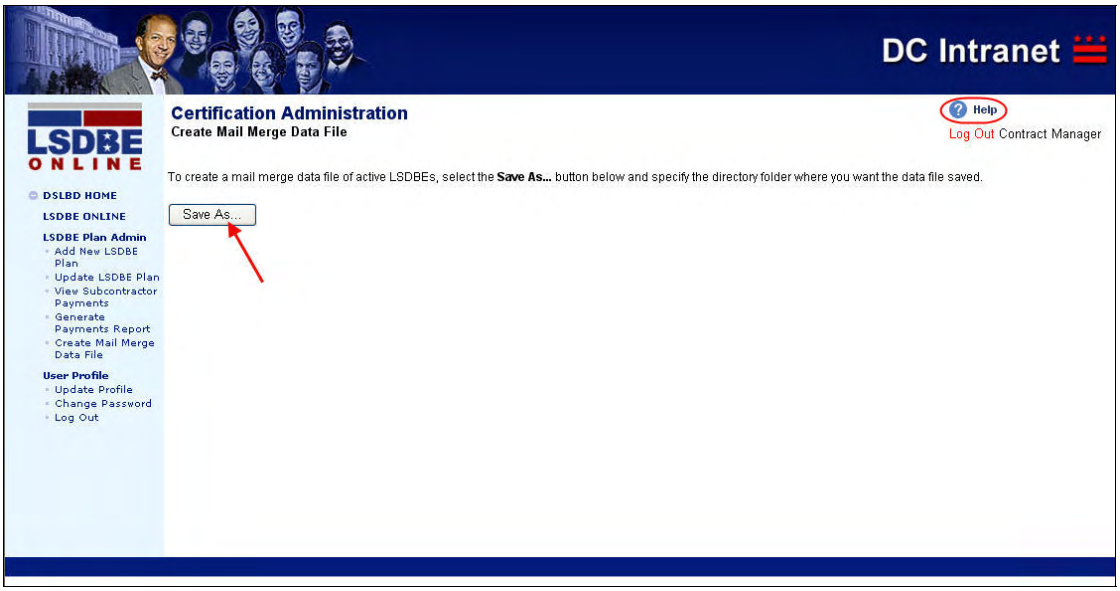


Figure 62: Create Mail Merge Data File Screen

The entire process has been explained in detail, including using Microsoft Word to generate labels and letters, in the Mail Merge User Guide (accessible from the Help link on the screen above). You should refer to this manual for all the details on using the Mail Merge feature.

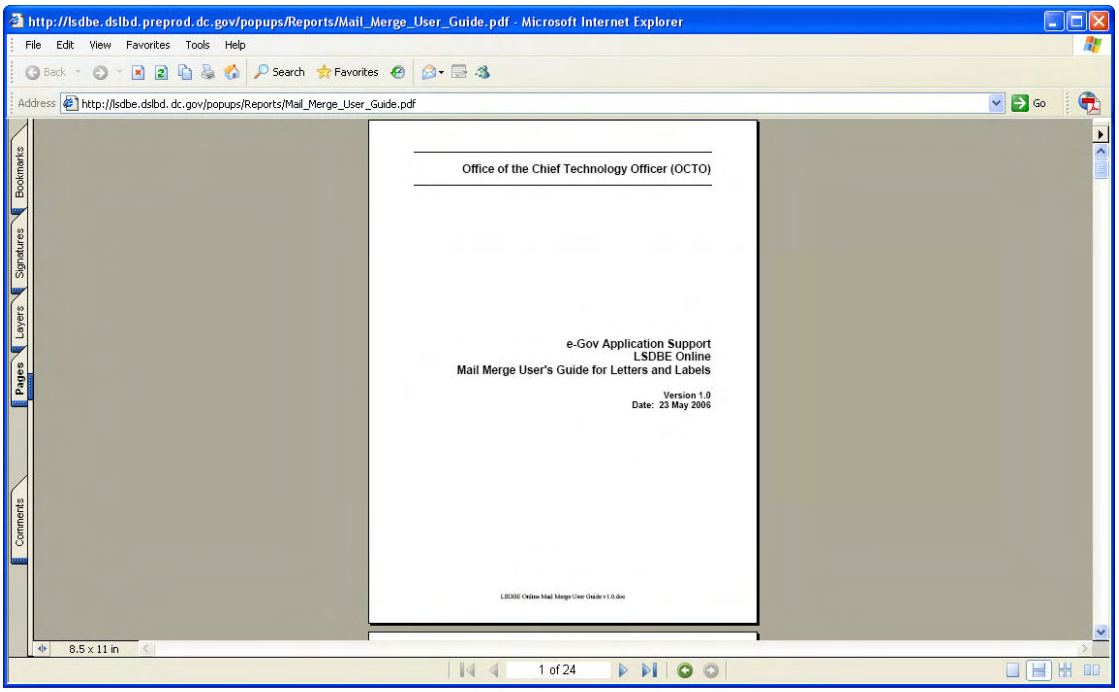


Figure 63: Mail Merge User's Guide

This section will only explain how to create the mail merge data file that will be used in Microsoft Word.

Select the "Save As…" button and the File Download popup appears.

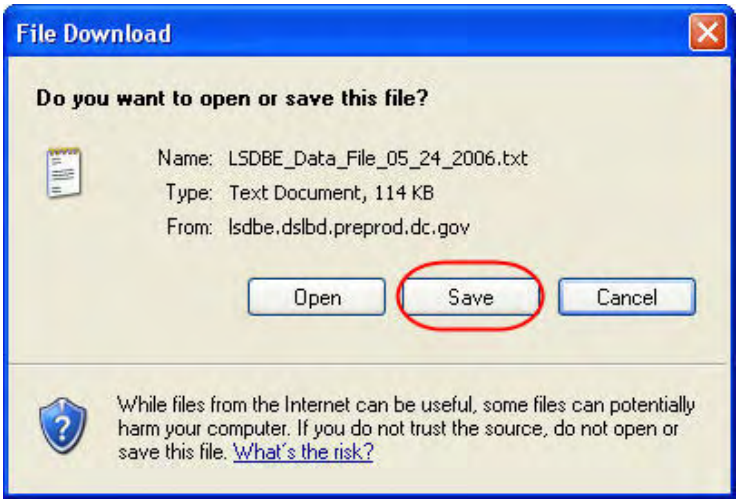


Figure 64: File Download Popup

Select "Save" to bring up the following screen where you will need to specify where to place the mail merge file.

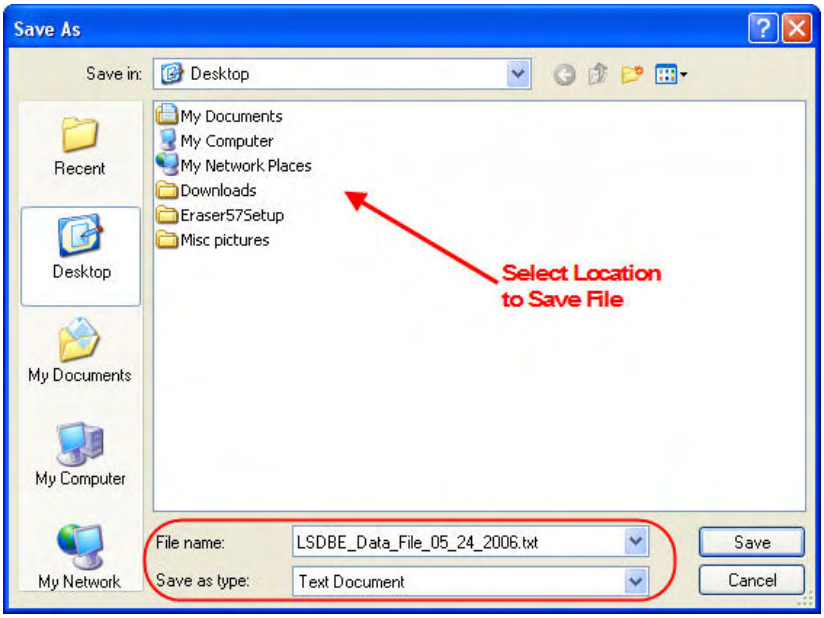


Figure 65: Save As Dialog Box

The system defaults the data file name to LSDBE_Data_File_*(current date)* but you may rename it and choose where on your local or network drives to save the file.

You **must** select the "Save as type" to be Text Document (*.txt)

Select the "Save" button on the Save As dialog box to create the data file. Once the file has been created and saved, a message appears stating, that the save was successful. You may "Close" the popup window.

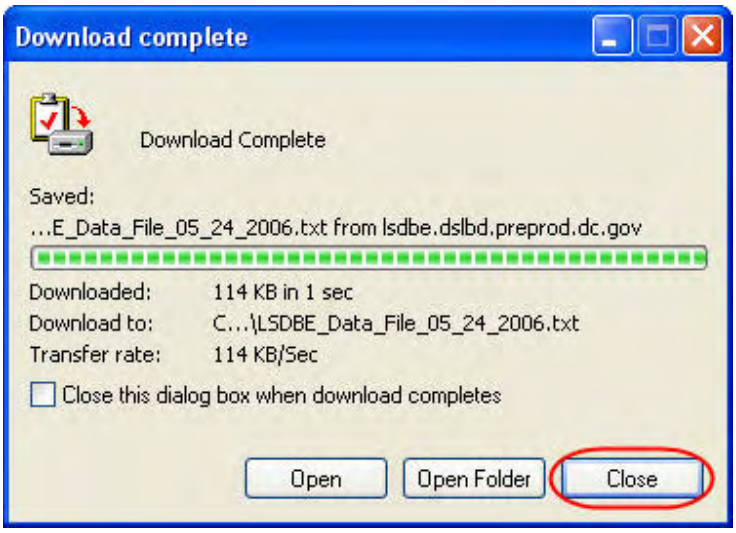


Figure 66: Download Complete Popup Window

7 Certification Specialist

7.1 Certification Specialist Administration

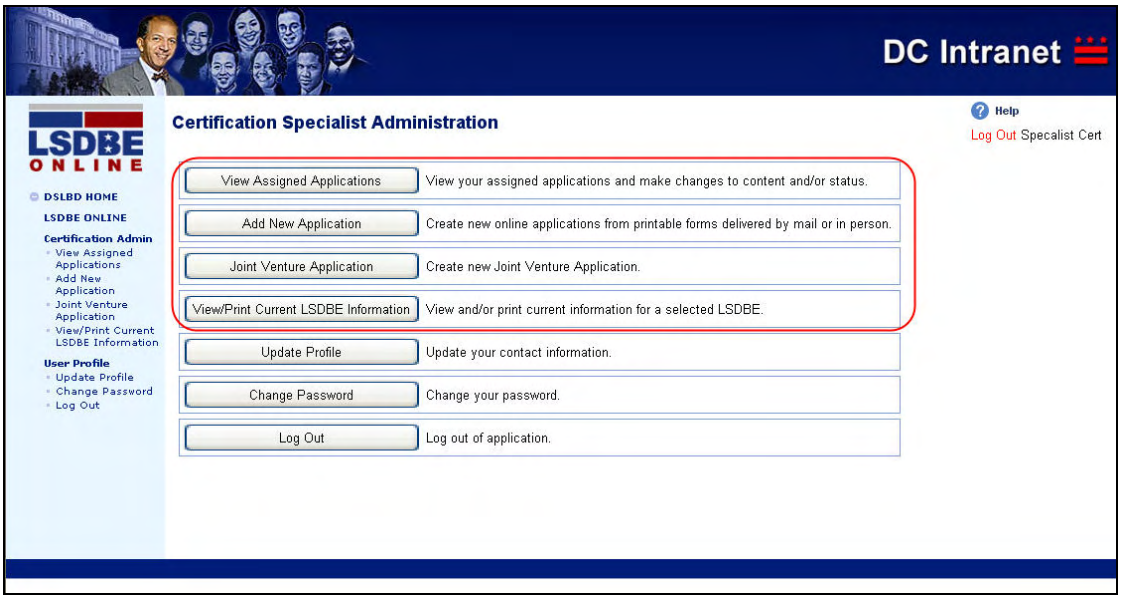


Figure 67: Certification Specialist Administration Screen

7.2 View Assigned Applications

Selecting "View Assigned Applications" displays the following screen.

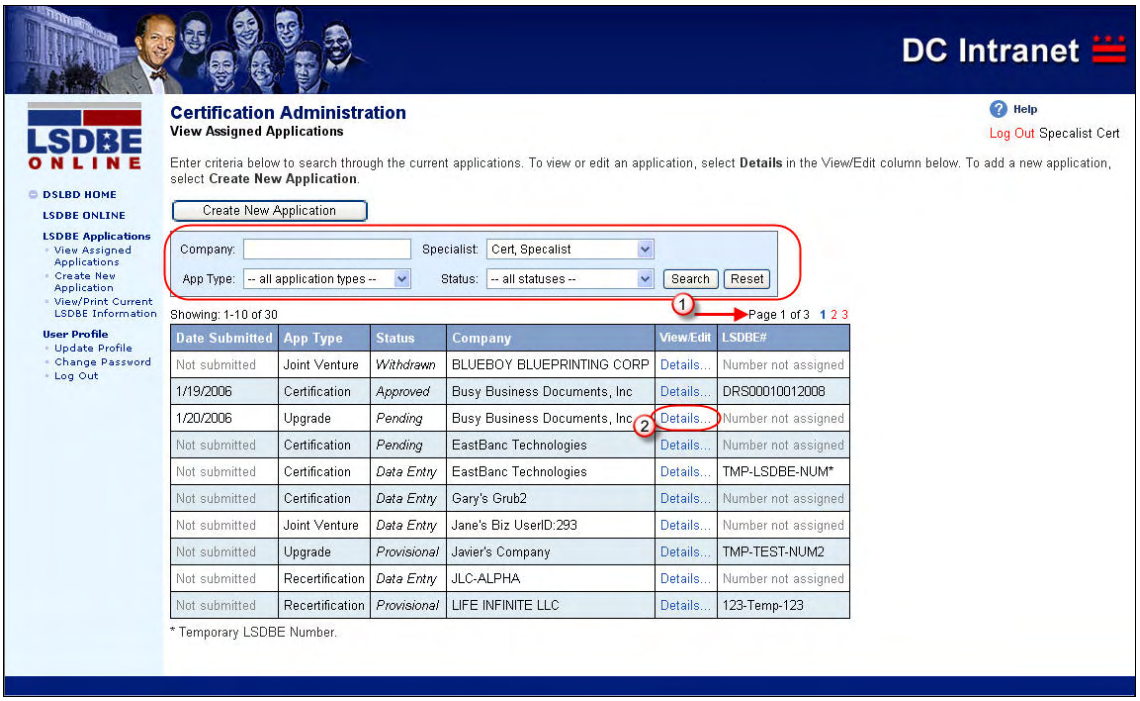


Figure 68: View Assigned Applications

1. To narrow down the display, enter information into any or all of the fields as desired. If you enter multiple fields, the system will display only those results that match all entered criteria. Search criteria includes:

   Company—enter a company name in the field. If this is the only criteria you want to see, select the "Search" button, and the results will be displayed in the table below. If you want to enter other criteria, you may do so before selecting the "Search" button.

   Specialist—Select a specialist from the drop-down list, all applications assigned to this specialist will be displayed. If this is the only criteria you want to see, select the "Search" button, and the results will be displayed in the table below. If you want to enter other criteria, you may do so before selecting the "Search" button.

   App Type—Select a specific application type to display. Types available are: Certification, Joint Venture, Recertification, Upgrade or All. If this is the only criteria you want to see, select the "Search" button, and the results will be displayed in the table below. If you want to enter other criteria, you may do so before selecting the "Search" button.

   Status—Select a specific application status to be displayed. Status types are: Approved, Data Entry, Denied, Held in Abeyance, Pending, Provisional, Referred to LBOC, Referred to OAG, Returned or Withdrawn. If this is the only criteria you want to see, select the "Search" button, and the results will be displayed in the table below. If you want to enter other criteria, you may do so before selecting the "Search" button.

   Select the "Reset" button to clear all search fields. All results that meet your search criteria will be displayed. Selecting a column heading allows you to display the entire table, sorted by the selected column heading. Selecting the heading one time will display that column in an ascending order (A to Z); selecting it a second time will sort in a descending order (Z to A).

2. Select "Details" in the desired row to view a specific application. The screen displays the application for the company.

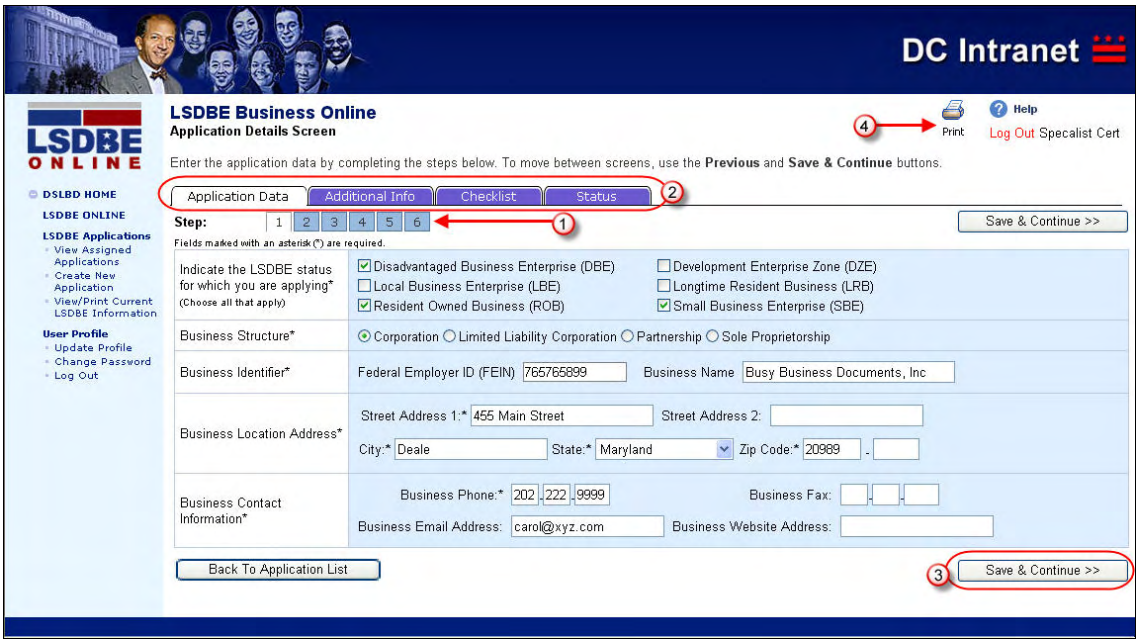


Figure 69: View Assigned Application—Details Selected For an Application in List

1. You should review the application as per your normal business procedures. Use the Step boxes at the top to review the applications page by page. If the application you are updating has not been completed, some boxes will be gray (or if that particular step is not applicable).
2. Select the other available tabs to collect more information, enter the receipt of checklist items, or change the status of the application.
3. If you have made changes or added information, be sure to select the “Save & Continue” button before leaving the page.
4. Select the Print icon to print out a summary report of the application data.

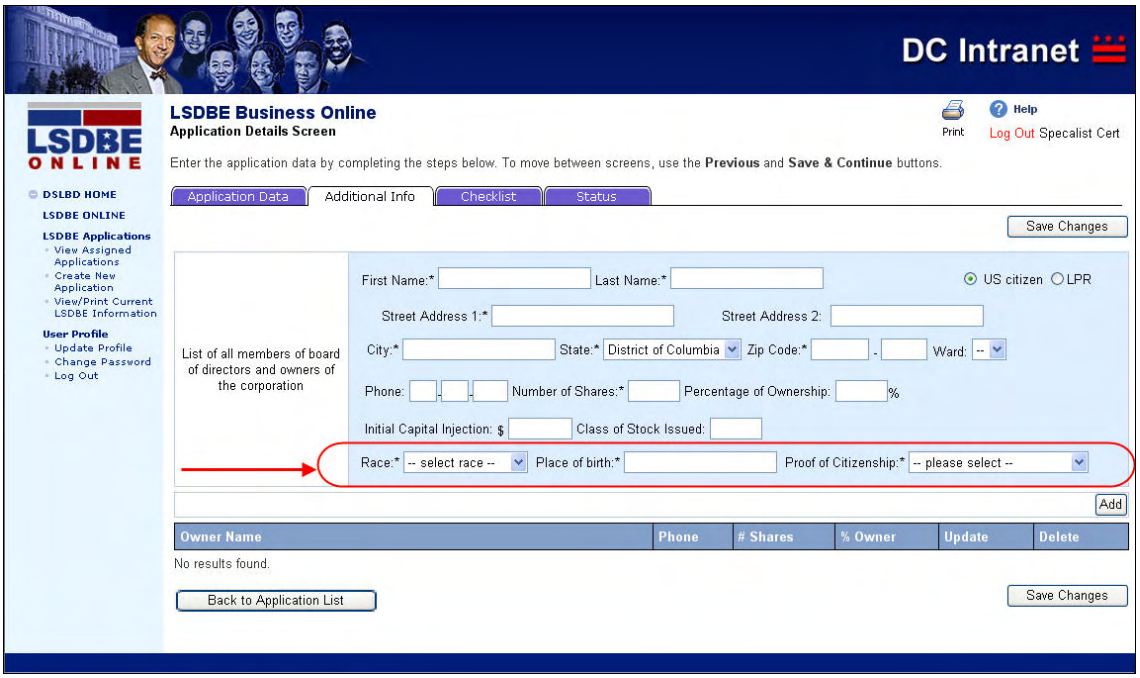


Figure 70: View Assigned Application—Additional Info Tab

If a company has an owner listed or you enter one, you may need to collect additional information such as the "Race," "Place of Birth" and "Proof of Citizenship." Enter the data and select "Add" to insert in into the database. Select "Save Changes" when you are done.

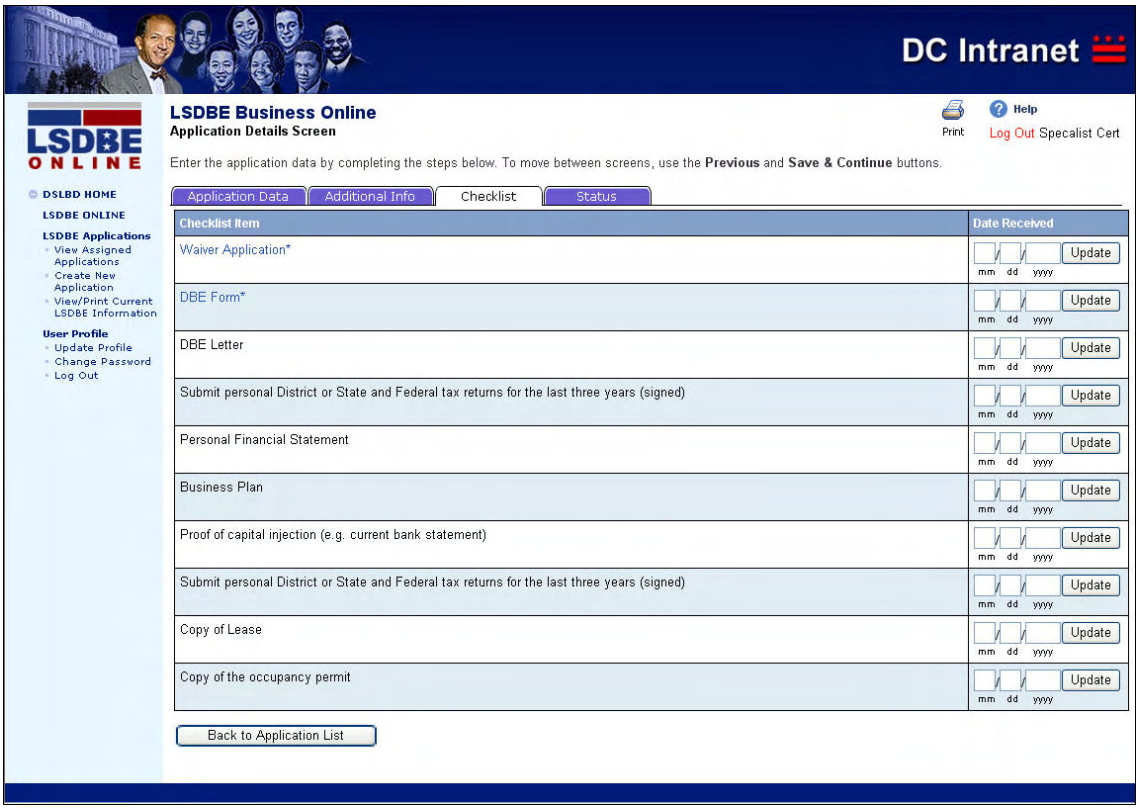


Figure 71: View Assigned Application—Checklist Tab

When a company returns the required documentation to DSLBD to complete the application, enter the date the item was received in the date fields at the end of each row. Select Update each time you enter a date. The company will see this information when logging in and checking its application status.

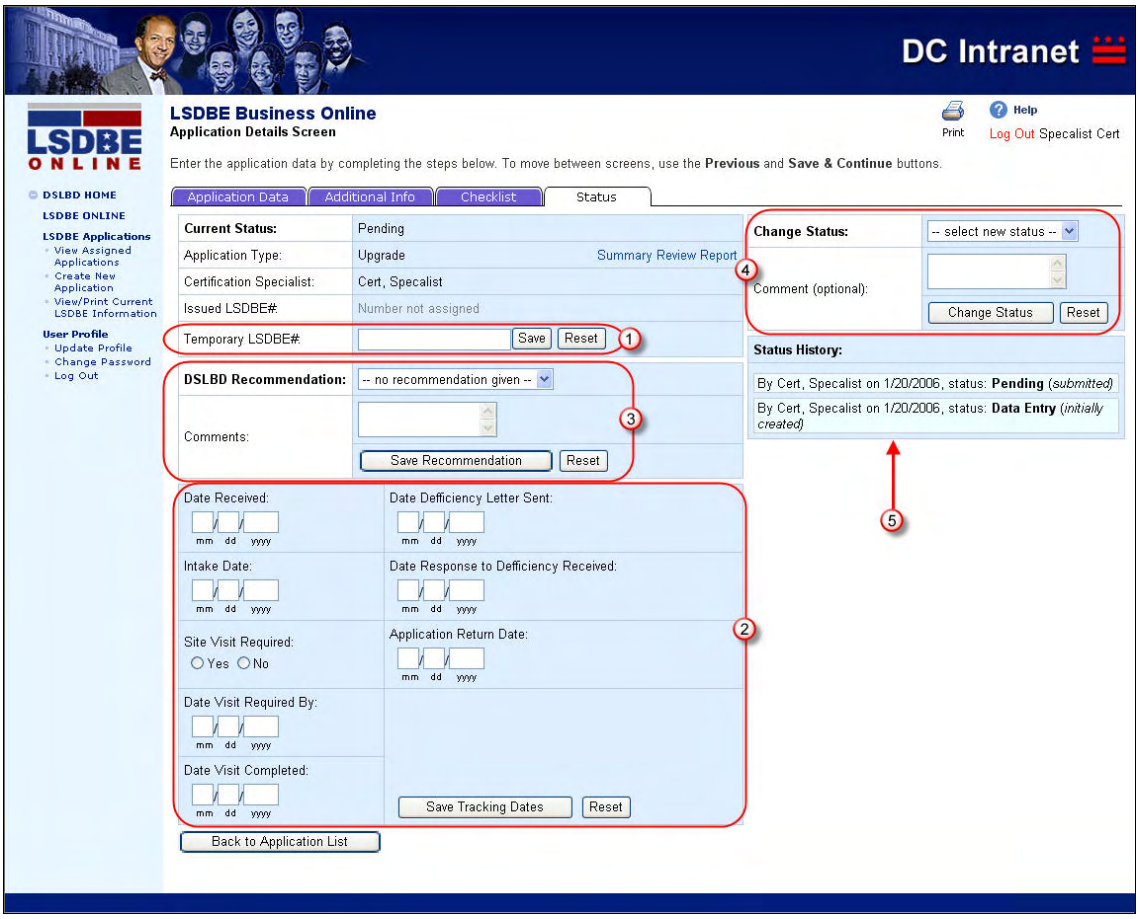


Figure 72: View Assigned Application—Status Tab

Use the Status tab to change the status of the application.

1. If you need to issue a “Temporary LSDBE #” enter it in this field and select “Save.” Select “Reset” to clear the field.

2. Enter information concerning various actions for the application, such as the date it was received, whether a site visit is required and other items in this area. Select “Save Tracking Dates” to save the information. Select “Reset” to clear the fields.

3. Enter the DSLBD recommendation and Comments in this area. Select “Save Recommendation” to keep the information or “Reset” to clear the fields.

4. Select a new status from the drop-down list and then select “Change Status.”

   Your business procedures dictate a specific order for the status changes to occur. These procedures remain the same; you are just documenting each step in the procedure. Once all the preliminary steps have been accomplished, and the application has been either approved or rejected by SLBOC, select the correct status in the Change Status field and then select “Change Status.” If approved, the system will automatically generate the LSDBE number and place it in the Issued LSDBE# field.

5. The Status History in the bottom right of the screen lists all statuses the application has had, who performed the change and the date it was effective.

7.3 Add New Application

Applications may be received by mail or hand delivered to the DSLBD office. These applications must still be entered into the system so the information gets into the database. Select "Add New Application" from the Administration screen.

Figure 73: Add New Application Screen

To add an application, first you must check to see if the company is in the database. Enter the company name or part of the name in the "Search Companies" field; if any companies in the database match the search criteria entered, they are displayed in the "Select Company" field. Select a company.

If the company is not in the database, you must first register the company before you can add a new application. Register a new company by selecting the "Register New Company" button.

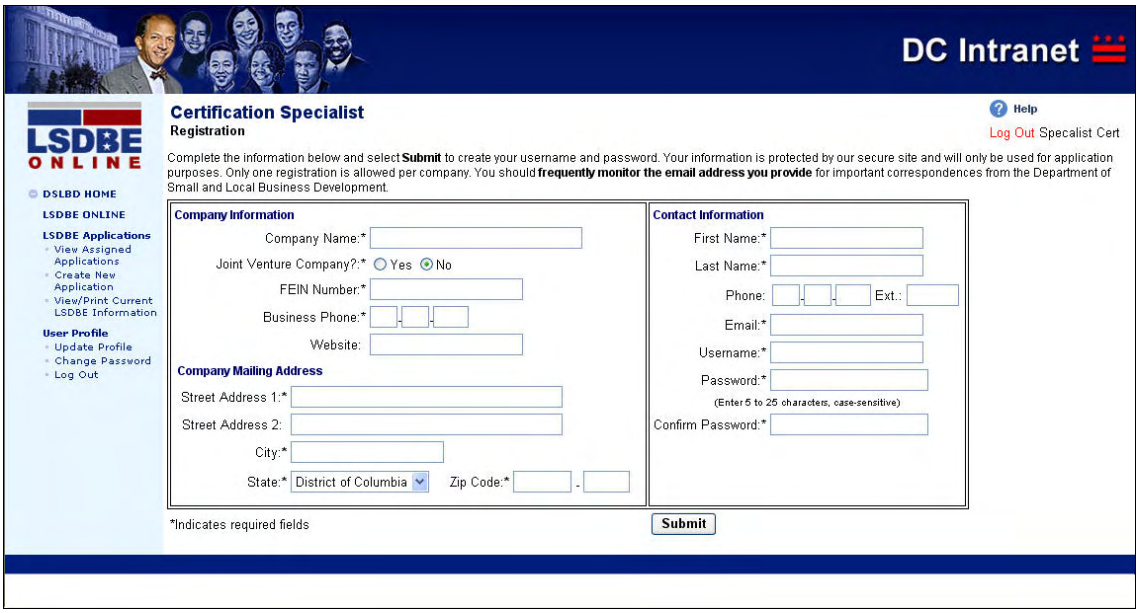


Figure 74: Company Registration Screen

Enter the following information in the Company Information section:

- Company Name—The full name of the company
- FEIN—The tax identification number that is put on the company's income tax forms (This 9-digit number is generally issued by the IRS but may be a Social Security Number.)
- Business Phone—The phone number for the company
- Website—Provide the URL for the company's website if applicable
- Company Mailing Address – The address where company mail is received (The fields are Street, City, State, and Zip Code.)

Enter the name of a person in the company who is the contact that DSLBD interfaces with:

- First Name
- Last Name
- Phone—Enter a number where this person can be reached.
- Email—Enter an email address where DSLBD can send messages; this should be one that is used frequently.
- Username—Enter a username that you will easily remember.
- Password—Enter a password that you will easily remember, the password must be between 5 and 25 characters and is case sensitive.
- Confirm Password—Enter the same password that you entered above.

Select “Submit” to enter the company into the system. An email will be sent to the company providing them with the username and password you entered.

Select the “Create New Application” link on the left navigation bar to return to the Add New Application screen.

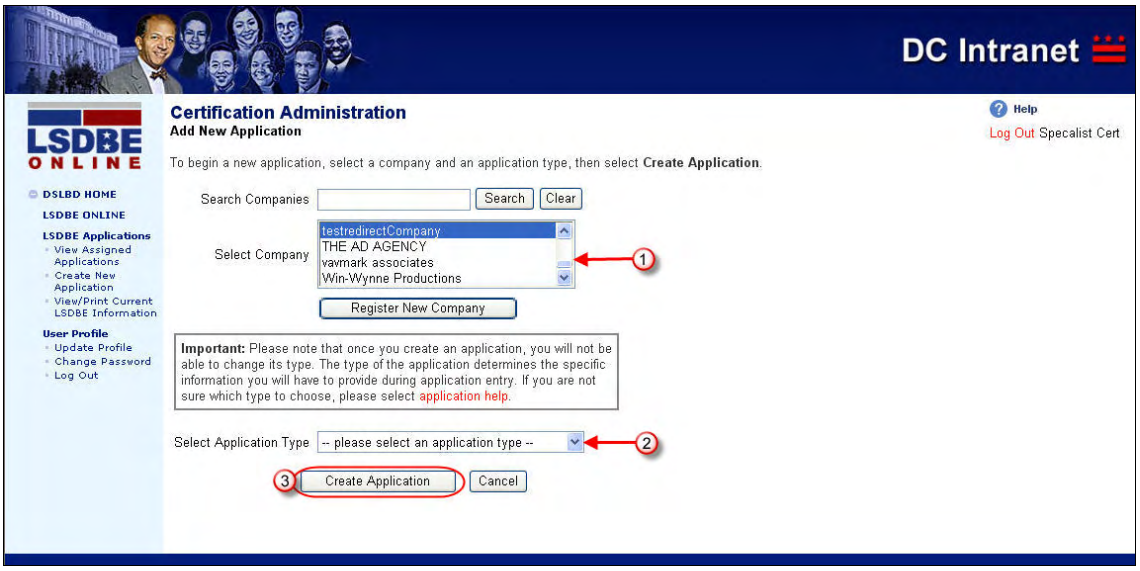


Figure 75: Add New Application Screen

1. Select the company from the "Select Company" list.
2. Using the drop-down list in the "Select Application Type" field. Application types are Certification, Joint Venture, Recertification, and Upgrade. The system will determine what application types are available to select. If the company is doing business with another company and that company is certified, you can select the Joint Venture application. The system will not allow a new application to be created if there is already one in process in the system.
3. Select "Create Application" when all appropriate information has been selected. Select "Cancel" to leave the screen without performing any functions.

The Application types available will vary depending on what applications are already in the system if the company has been certified before. Application types available are:

Certification—for a newly registered company. The Certification application has 16 pages total. As you progress through the applications, some questions will not be displayed if anything other than corporation is selected in the business structure question, some questions will be displayed if LLC is selected as the business structure, and the local unemployment compensation number question is not displayed for a sole proprietorship business structure. The program uses behind-the-scenes logic to display only those questions that apply, based on the answers to the business structure question.

Recertification—for an existing company that is within 90 of their current expiration date nor 2 years past their expiration date. The Recertification application has four pages.

Upgrade—for a currently certified company that has undergone some change that affects their certification classification. This could be a move to a new zone, adding additional categories or other items. The Upgrade has six pages.

Joint Venture is for companies that are collaborating with an LSDBE company for a while. The Joint Venture has one page.

The following example is for a company applying for recertification. The number of pages for the application appears above the first question as a row of numbered boxes. The current page is shown as a white numbered box, completed pages are blue numbered boxes, and pages not yet completed are shown in grey boxes.

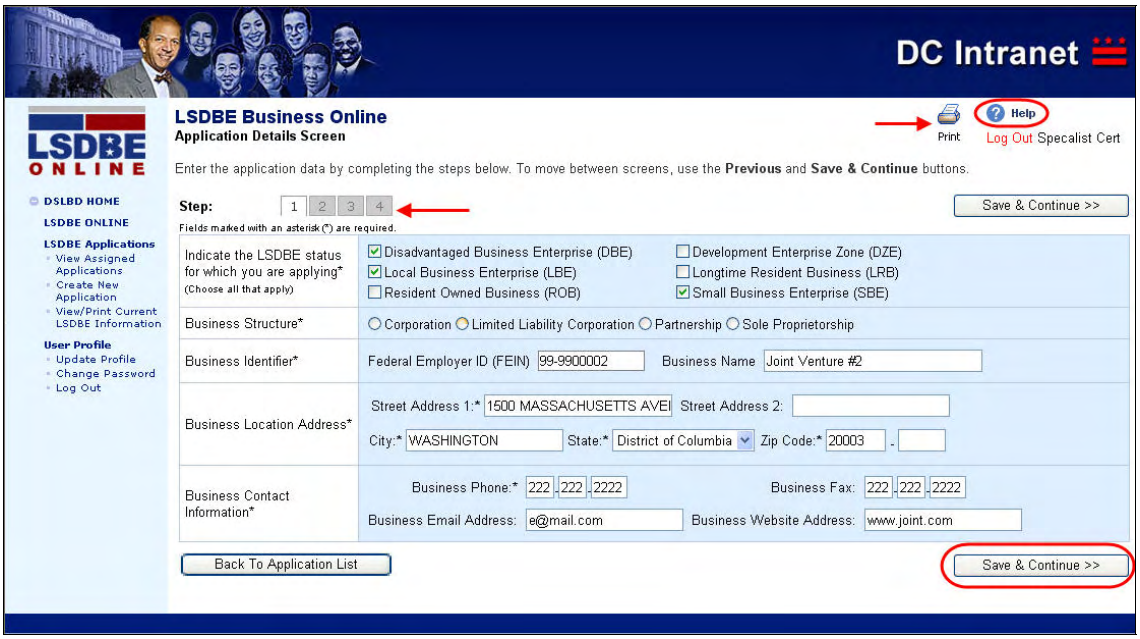


Figure 76: Add Application—Recertification Application Selected

Enter information from the paper application into the fields on the screen. Each application page has additional information available if you select the Help icon.

Select “Save & Continue” to progress through the application.

When you enter a District “Business Location Address,” it will be verified against the MAR and if it does not quite match what is in the database, you will be asked if the address is the one you want. You may opt to accept the address as it was entered.

You can print out a Summary Report of all information on the application by selecting the Print icon.

If any required fields are missing, you will not be able to continue entering data beyond that screen. Once all required information has been entered, select “Submit”. This changes the status for this application to “Pending” on the Application List.

7.4 Joint Venture Application

Refer to Section 6.5

7.5 View/Print Current LSDBE Information

Selecting the “View/Print Current LSDBE Information” button displays the following screen.

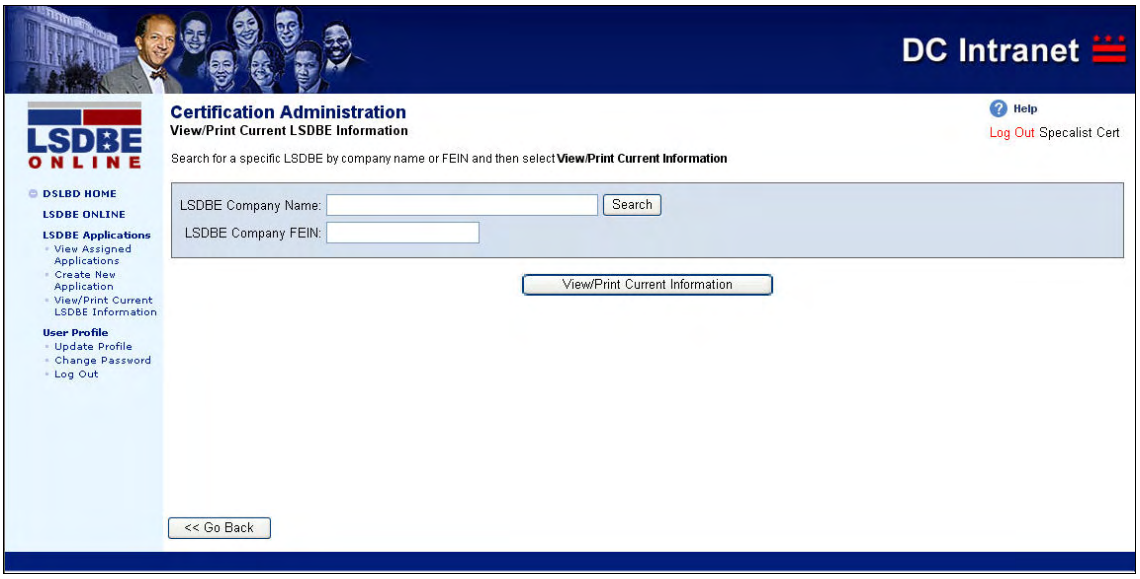


Figure 77: View/Print Current LSDBE Information Screen

Enter an LSDBE's company name or FEIN into one of the fields. If you want to use the search feature, enter the first few letters of a company's name in the “LSDBE Company Name” field and select the “Search” button. The results will be displayed in a pop-up list and you can select a name from the list.

Once you have a valid LSDBE Company Name or FEIN, select the “View/Print Current Information” button to display the report. The following figure is a sample of the LSDBE Summary Review Report.

Use the Print link on the screen to print out a copy of the report. Use the print dialog box to adjust the layout (landscape or portrait) if you desire. Use the “Go Back” link to return to the previous page.

(this control box will not be printed)
print window go back

LSDBE SUMMARY REVIEW REPORT

General Application and Busines Information

Date of Summary: Thursday, January 19, 2006
Business Name: Javier's Company
FEIN: 1234
Certifications: LBE
Business Structure: Limited Liability Corporation
Location Address 1: 1500 MASSACHUSETTS AVENUE SE
Location Address 2:
Location City: WASHINGTON
Location State: DC
Location Zip Code: 20003

Small and Disadvantaged Business Data (based on location address)

Ward: Ward 6
ANC: ANC 6B
Enterprise Zone: Enterprise Zone: 10-20% Poverty Level - Census Tract 68.1
Development Zone Enterprise:
Business Fax: (222) 222-2222
Business Email:
Business Website:

Principal Contact

Principal Contact:
Contact Title:
Contact Phone:
Contact Email:

Work Categiries

Principal Owners Information

Name: Test Test
Phone: (000) 000-0000
Race: Citizen? Y
Place of Birth:
Shares: 100.00 % Ownership:
Home Address: sdfsdf
sdfsdf
sdfsdfsdf DC 00000-0000
Proof of Citizenship:
Initial Capital Injection: $10,000.00 Class of Stock: A

Corporate Officers, Key Personnel, & Managerial Employees

Officer/Key Personnel/Managers	Business Address	Title	Start Date
Test Test		Test	

Owners & Board of Directors

Owner/Director	Home Address	Title	Date Appointed

Operations Information

Bonding Company Name:
Bonding Company Address:

Bonding Company Specialties:
Bonding Company Phone:
Bonding Company Fax:
Bonding Contact Person:
Bonding Limit:

Insurance Company Name:
Insurance Company Address:

Insurance Company Phone:
Insurance Company Fax:
Contact Person:
Insurance Type:
Property/Liability Limit:

Primary Bank Name:
Bank Address:

Bank Phone:
Bank Fax:
Contact Person:

Equipment and Facilities

Business Equipment & Vehicles:
(Description / Storage Location)

Operating Facilities:
(Facility / Address)

Business, Professional, and/or Trade Licenses

License Type	License Number	Expiration Date	Authorizing Entity

Workforce Information

Full-time Employees: 0
Part-time Employees: 0

DC Residents: 0
Non-DC Residents: 0

Gross Receipts (last three years)

Year	Revenue
Average:	

Contracts Awarded and Performed

Name of Contractor	Project Name	Service Provided	Dollar Amount

Business Revenues

Source of Revenue	FY	Revenue	% of Total Revenues

NIGP Codes

Figure 78: View/Print Current LSDBE Information Summary Report

8 Agency LSDBE Liaison

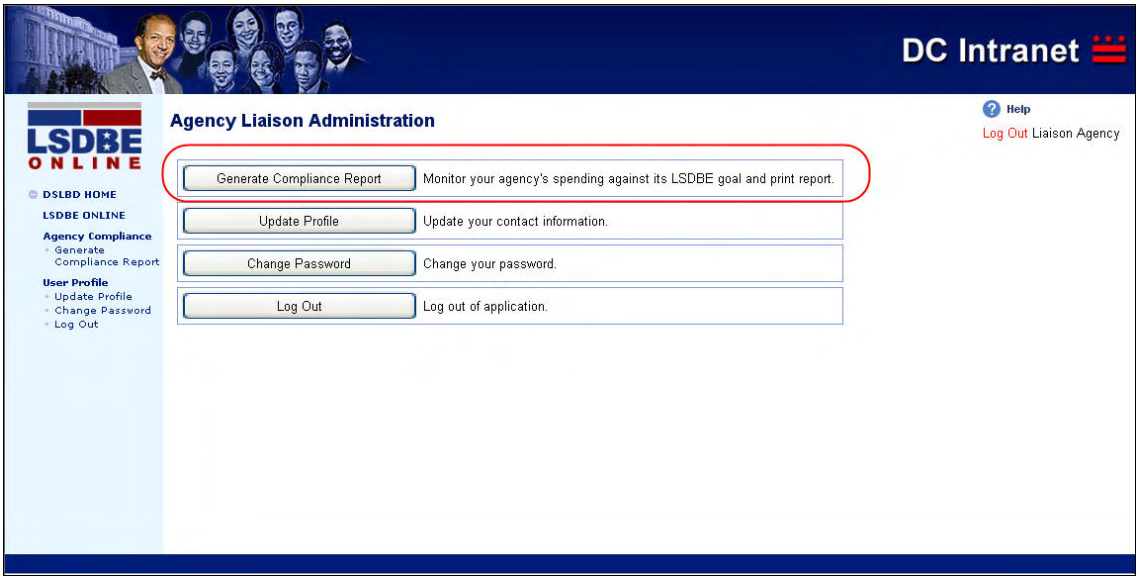


Figure 79: Agency Liaison Administration Screen

8.1 Generate Compliance Report

Selecting "Generate Compliance Report" for the first time in a fiscal year displays the following screen.

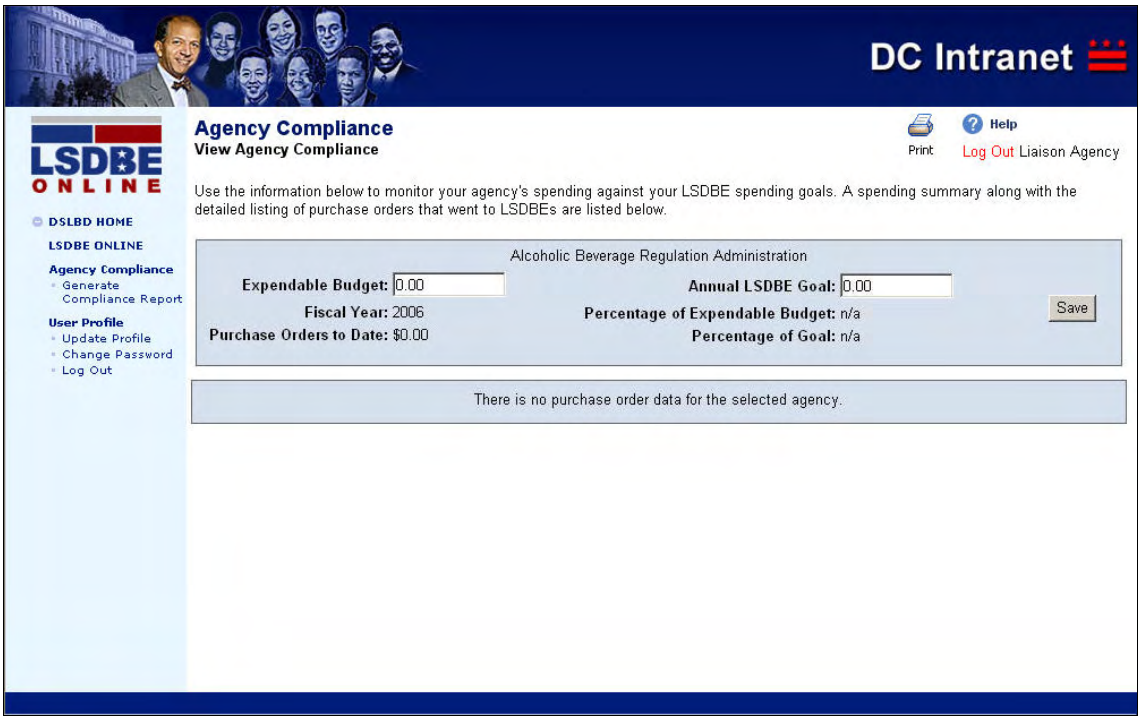
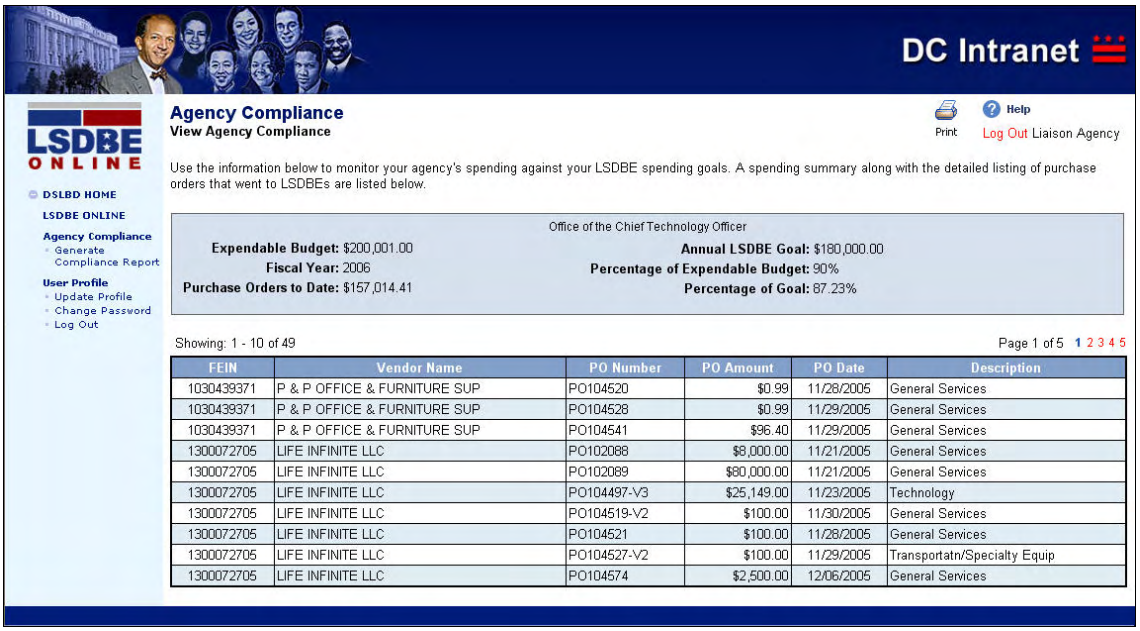


Figure 80: View/Print Agency Compliance Report—Enter Goals

Enter your Agency's yearly goals. You will be allowed to enter this only once and cannot change it. If changes need to be made, you must contract the Compliance Manager who has the capability of adjusting the values for you. You will need to provide written authorization to DSLDB in order to have a change made.

If you select "Generate Compliance Report" after your goals have been entered, the following screen is what you will see.



FEIN	Vendor Name	PO Number	PO Amount	PO Date	Description
1030439371	P & P OFFICE & FURNITURE SUP	PO104520	$0.99	11/28/2005	General Services
1030439371	P & P OFFICE & FURNITURE SUP	PO104528	$0.99	11/29/2005	General Services
1030439371	P & P OFFICE & FURNITURE SUP	PO104541	$96.40	11/29/2005	General Services
1300072705	LIFE INFINITE LLC	PO102088	$8,000.00	11/21/2005	General Services
1300072705	LIFE INFINITE LLC	PO102089	$80,000.00	11/21/2005	General Services
1300072705	LIFE INFINITE LLC	PO104497-V3	$25,149.00	11/23/2005	Technology
1300072705	LIFE INFINITE LLC	PO104519-V2	$100.00	11/30/2005	General Services
1300072705	LIFE INFINITE LLC	PO104521	$100.00	11/28/2005	General Services
1300072705	LIFE INFINITE LLC	PO104527-V2	$100.00	11/29/2005	Transportatn/Specialty Equip
1300072705	LIFE INFINITE LLC	PO104574	$2,500.00	12/06/2005	General Services

Figure 81: View/Print Compliance Report – Read or Print only

All P.O. data in the table comes from PASS and is automatically updated ever 24 hours. Select the Print icon Print to print a copy of the report.

Appendix A: Acronyms, Abbreviation, and Definitions

Term	Definition
ANC	Advisory Neighborhood Commission
CAD	Contract Activity Database
CADS	Contracting Activity Database System
DBE	Disadvantaged Business Enterprise
DSLBD	Department of Small and Local Business Development
DZE	Development Enterprise Zone
FEIN	Federal Employee Identification Number
LBE	Local Business Enterprise
LRB	Longtime Resident Business
LSDBE	Local, small, disadvantaged business enterprise
MAR	Master Address Repository
NIGP	National Institute of Government Purchases
OCP	Office of Contracting and Procurement
OCTO	Office of the Chief Technology Officer
PASS	Automated Purchasing System
ROB	Resident Owned Business
RSD	Requirements Specification Document
SBE	Small Business Enterprise

YOUR LETTERHEAD

EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT

_____SHALL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF ACTUAL OR PERCEIVED: RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, GENDER IDENTITY OR EXPRESSION, FAMILIAL STATUS, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, GENETIC INFORMATION, DISABILITY, SOURCE OF INCOME, OR PLACE OF RESIDENCE OR BUSINESS.

_____AGREES TO AFFIRMATIVE ACTION TO ENSURE THAT APPLICANTS ARE EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT WITHOUT REGARD TO THEIR ACTUAL OR PERCEIVED: RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, GENDER IDENTITY OR EXPRESSION, FAMILIAL STATUS, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, GENETIC INFORMATION, DISABILITY, SOURCE OF INCOME, OR PLACE OF RESIDENCE OR BUSINESS. THE AFFIRMATIVE ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: (A) EMPLOYMENT, UPGRADING, OR TRANSFER; (B) RECRUITMENT OR RECRUITMENT ADVERTISING; (C) DEMOTION, LAYOFF, OR TERMINATION; (D) RATES OF PAY, OR OTHER FORMS OR COMPENSATION; AND (E) SELECTION FOR TRAINING AND APPRENTICESHIP.

_____AGREES TO POST IN CONSPICUOUS PLACES THE PROVISIONS CONCERNING NON-DISCRIMINATION AND AFFIRMATIVE ACTION.

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

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

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

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

_____ _____

AUTHORIZED OFFICIAL AND TITLE DATE

_____ _____

AUTHORIZED SIGNATURE FIRM/ORGANIZATION
NAME

YOUR LETTERHEAD

ASSURANCE OF COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

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

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

_____
CONTRACTOR

_____
NAME

_____
SIGNATURE

_____
TITLE

_____
CONTRACT NUMBER

_____
DATE

EQUAL EMPLOYMENT OPPORTUNITY
EMPLOYER INFORMATION REPORT

GOVERNMENT OF THE DISTRICT OF COLUMBIA DC Office of Contracting and Procurement Employer Information Report (EEO)	Reply to: Office of Contracting and Procurement 441 4th Street, NW, Suite 700 South Washington, DC 20001

Instructions:
Two (2) copies of DAS 84-404 or Federal Form EEO-1 shall be submitted to the Office of Contracting and Procurement.
One copy shall be retained by the Contractor.

Section A – TYPE OF REPORT

1. Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX)

Single Establishment Employer	Multi-establishment Employer:
(1) Single-establishment Employer Report	(2) ÿ Consolidated Report (3) ÿ Headquarters Report (4) ÿ Individual Establishment Report (submit one for each establishment with 25 or more employees) (5) ÿ Special Report

1. Total number of reports being filed by this Company. _____

Section B – COMPANY IDENTIFICATION (*To be answered by all employers)*

OFFICIAL USE ONLY

1. Name of Company which owns or controls the establishment for which this report is filed — a.

Address (Number and street)	City or Town	Country	State	Zip Code	b.

b. Employer Identification No. | | | | | | | | | |

2. Establishment for which this report is filed.

OFFICIAL USE ONLY

a. Name of establishment — c.

Address (Number and street)	City or Town	Country	State	Zip Code	d.

b. Employer Identification No. | | | | | | | | | | |

3. Parent of affiliated Company

a. Name of parent or affiliated Company | b. Employer Identification No. | | | | | | | | | |

Address (Number and Street)	City or Town	Country	State	Zip Code

Section C - ESTABLISHMENT INFORMATION

OFFICIAL USE ONLY

1. Is the location of the establishment the same as that reported last year?
Yes No Did not report last year Report on combined basis

2. Is the major business activity at this establishment the same as that reported last year? Yes No
No report last year Reported on combined basis

2. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or service provided, as well as the principal business or industrial activity. — e.

3. MINORITY GROUP MEMBERS: Indicate if you are a minority business enterprise (50% owned or 51% controlled by minority members).

Yes No

DAS 84-404 (Replaces D.C. Form 2640.9 Sept. 74 which is Obsolete) 84-2P891

SECTION D – EMPLOYMENT DATA

Employment at this establishment – Report all permanent, temporary, or part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zero. *In columns 1, 2, and 3, include ALL employees in the establishment including those in minority groups*

JOB CATEGORIES	TOTAL EMPLOYEES IN ESTABLISHMENT			MINORITY GROUP EMPLOYEES							
				MALE				FEMALE			
	Total Employees Including Minorities (1)	Total Male Including Minorities (2)	Total Female Including Minorities (3)	Black (4)	Asian (5)	American Indian (6)	Hispanic (7)	Black (8)	Asian (9)	American Indian (10)	Hispanic (11)
Officials and Managers											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Craftsman (Skilled)											
Operative (Semi-Skilled)											
Laborers (Unskilled)											
Service Workers											
TOTAL											
Total employ reported in previous report											

(The trainee below should also be included in the figures for the appropriate occupation categories above)

Formal On-The-Job Trainee	White collar	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
	Production											

1. How was information as to race or ethnic group in Section D obtained?
   a. Visual Survey
   b. Employment Record
   c. Other Specify _____ _____
2. Dates of payroll period used
3. Pay period of last report submitted for this establishment._____

Section E – REMARKS Use this Item to give any identification data appearing on last report which differs from that given above, explain major changes in composition or reporting units, and other pertinent information.

Section F - CERTIFICATION

Check One
1. All reports are accurate and were prepared in accordance with the instructions (check on consolidated only)
2. This report is accurate and was prepared in accordance with the instructions.

Name of Authorized Official | Title | Signature | Date

Name of person contact regarding This report (Type of print) | Address (Number and street)

Title | City and State | Zip Code | Telephone Number | Extension

INFORMATION CITED HEREIN SHALL BE HELD IN CONFIDENCE.

DEPARTMENT OF SMALL AND LOCAL BUSINESS DEVELOPMENT
CONTRACT COMPLIANCE DIVISION

SUBCONTRACT SUMMARY FORM

This SUMMARY form is to be completed by the PRIME contractor.

BID NO.. CCB NUMBER: _____ of _____ pages

* NOTE: The standared for **minority subcontracting** is 25% of the TOTAL contract dollar amount to be subcontracted.	AMOUNT OF PRIME CONTRACT: $_____ AMOUNT OF ALL SUBCONTRACTS: $_____ equals _____% OF THE PRIME CONTRACT.
NAME OF PRIME CONTRACTOR: TELEPHONE NO.	ADDRESS:
PROJECT NAME: ADDRESS: WARD NO.:_____	PROJECT DESCRIPTIONS:

SECTION II **LIST ALL SUBCONTRACTORS THAT WILL BE UTILIZED ON THE ABOVE PROJECT**

1. NAME OF SUBCONTRACTOR 2. ADDRESS 3. CONTACT PERSON 4. MBOC CERT. NO.	5. PHONE NO.	1. IS THIS A *MINORITY SUB? _____ YES _____NO 2. TRADE OR BUSINESS PRODUCT THAT SUB WILL PROVIDE.	1. $ AMOUNT OF SUBCONTRACT equals(=) 2. _____% (percent) OF TOTAL PRIME CONTRACT.
1. 2. 3. 4.	5.	1. MINORITY SUBCONTRACTOR _____ YES _____NO 2.	1. $_____ equals(=) 2. _____%
1. 2. 3. 4.	5.	1. MINORITY SUBCONTRACTOR _____ YES _____NO 2.	1. $_____ equals(=) 2. _____%
1. 2. 3. 4.	5.	1. MINORITY SUBCONTRACTOR _____ YES _____NO 2.	1. $_____ equals(=) 2. _____%
1. 2. 3. 4.	5.	1. MINORITY SUBCONTRACTOR _____ YES _____NO 2.	1. $_____ equals(=) 2. _____%
1. 2. 3. 4.	5.	1. MINORITY SUBCONTRACTOR _____ YES _____NO 2.	1. $_____ equals(=) 2. _____%
1. 2. 3. 4.	5.	1. MINORITY SUBCONTRACTOR _____ YES _____NO 2.	1. $_____ equals(=) 2. _____%
1. 2. 3. 4.	5.	1. MINORITY SUBCONTRACTOR _____ YES _____NO 2.	1. $_____ equals(=) 2. _____%
1. 2. 3. 4.	5.	1. MINORITY SUBCONTRACTOR _____ YES _____NO 2.	1. $_____ equals(=) 2. _____%
1. 2. 3. 4.	5.	1. MINORITY SUBCONTRACTOR _____ YES _____NO 2.	1. $_____ equals(=) 2. _____%
1. 2. 3. 4.	5.	1. MINORITY SUBCONTRACTOR _____ YES _____NO 2.	1. $_____ equals(=) 2. _____%
1. 2. 3. 4.	5.	1. MINORITY SUBCONTRACTOR _____ YES _____NO 2.	1. $_____ equals(=) 2. _____%

TOTAL DOLLAR AMOUNT SUBCONTRACTED TO *MINORITY BUSINESS ENTERPRISES. $_____

PERCENT OF PRIME CONTRACT. _____%

SOLICITATION NO: _____

PROJECTED GOALS AND TIMETABLES FOR FUTURE HIRING

JOB CATEGORIES	MINORITY GROUP EMLOYES GOALS								TIMETABLES
	MALE				FEMALE				
	BLACK	ASIAN	AMERICAN INDIAN	HISPANIC	BLACK	ASIAN	AMERICAN INDIAN	HISPANIC	
OFFICIALS & MANAGERS									
PROFESSIONALS									
TECHNICIANS									
SALES WORKERS									
OFFICE AND CLERICAL									
CRAFTSMANS (SKILLELD)									
OPERATIVE (SEMI-SKILLED)									
LABORERS (UNSKILLED)									
SERVICE WORKERS									
TOTALS									

NAME OF AUTHORIZED OFFICIAL:	TITLE:	SIGNATURE:
FIRM NAME:	TELEHONE NO:	DATE:

INDICATE IF THE PRIME UTILIZES A "MINORITY FINANCIAL INSTITUTION"

_____ Yes _____ No

NAME:

ADDRESS:

TYPE OF ACCOUNT/S:

GOVERNMENT OF THE DISTRICT OF COLUMBIA

ADMINISTRATIVE ISSUANCE SYSTEM

SUBJECT: Compliance with Equal Opportunity Obligations in Contracts

ORIGINATING AGENCY: Office of the Mayor

By virtue of the authority vested in me as Mayor of the District of Columbia by Section 422 of the District of Columbia self-government and Government Reorganization Act of 1973 as amended, D.C. Code section 1-242 (1981-Ed.), it is hereby ORDERED that Commissioner's Order No. 73-51, dated February 28, 1973, is hereby rescinded and reissued in its entirety to read as follows:

1. Establishment of Policy: There is established a policy of the District of Columbia Government to:

   (a) provide equal opportunity in employment for all persons with respect to any contract by and with the Government of the District of Columbia.

   (b) prohibit discrimination in employment because of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap;

   (c) provide equal opportunity to all persons for participation in all District of Columbia Government contracts, including but not limited to lease agreements, Industrial Revenue Bond financing, and Urban Development Action grants;

   (d) provide equal opportunity to minority business enterprises in the performance of District of Columbia Government contracts in accordance with Mayor's Orders, District of Columbia laws, and rules and regulations promulgated by the Minority Business Opportunity Commission; and

   (e) promote the full realization of equal employment through affirmative, continuing programs by contractors and subcontractors in the performance of contracts with the District of Columbia Government.

2. Delegation of Authority: The Director of the Office of Human Rights (hereinafter "Director") is delegated the authority vested in the Mayor to implement the provisions of this order as set forth herein, and any rules, regulations, guidelines, and procedures adopted pursuant thereto.

3. Responsibilities: The Director of the Office of Human Rights shall be responsible for establishing and ensuring agency compliance with the policy set forth in this Order, any rules, regulations, and procedures that may be adopted by the Office of Human Rights pursuant to this Order, and any other equal opportunity provisions as may be added as a part of any contract.

4. Powers and Duties: The Director of the Office of Human Rights shall have the following powers and duties:

   (a) to establish standards and procedures by which contractors and subcontractors who perform under District of Columbia Government contracts shall comply with the equal opportunity provisions of their contracts; to issue all orders, rules, regulations, guidelines, and procedures the Director may deem necessary and proper for carrying out and implementing the purposes of this Order;

   (b) to assume equal opportunity compliance jurisdiction over any matter pending before a contracting agency where the Director considers it necessary or appropriate for the achievement of the purposes of

this Order, keep the contracting agency informed of all actions taken, and act through the contracting agency to the extent appropriate and practicable;

(c) to examine the employment practices of any District of Columbia Government contractor or subcontractor, or initiate the examination by the appropriate contracting agency to determine whether or not the contractual provisions specified in any rules and regulations adopted pursuant to this Order have been violated, and notify the contracting agency of any action taken or recommended;

(d) to monitor and evaluate all District of Columbia Government agencies, including those independent agencies and commissions not required to submit the Affirmative Action Programs of their contractors to the Office of Human Rights for approval, to ensure compliance with the equal opportunity obligations in contracts;

(e) to use his or her best efforts to cause any labor union engaged in work under District of Columbia Government contracts, any referral, recruiting or training agency, or any other representative of workers who are or may be engaged in work under contracts and subcontracts to cooperate in and to comply with the implementation of the purposes of this Order;

(f) to notify, when appropriate, the concerned contracting agencies, the Office of Federal Contract Compliance Programs, the U.S. Department of Justice, or other appropriate Federal, State, and District agencies, whenever the Director has reason to believe that practices of any contractor, labor organization, lending institution, insurance firm, or agency violate provisions of Federal, State, or District, laws;

(g) to enter, where the determinations are made by Federal, State, or District agencies, into reciprocal agreements with those agencies to receive the appropriate information;

(h) to hold hearings, public or private, as necessary to obtain compliance with any rules, regulations, and procedures promulgated pursuant to this Order, and to issue orders relating thereto. No order to terminate or cancel a contract, or to withhold from any contractor further District of Columbia Government contractors shall be issued without affording the contractor an opportunity for a hearing. Any order to terminate or cancel a contract or to withhold from any contractor further District of Columbia Government contracts shall be issued in accordance with rules, and regulations pursuant to the Administrative Procedure Act, as amended and;

(i) to grant waivers from the minimum standards for the employment of minorities and women in Affirmative Action Programs in exceptional cases, as circumstances may warrant.

5. Duties of Contracting Agencies: Each contracting agency shall have the following duties:

(a) the initial responsibility for ensuring that contractors and subcontractors are in compliance with any rules, regulations, and procedures promulgated pursuant to this Order;

(b) to examine the employment practices of contractors and subcontractors in accordance with procedures established by the Office of Human Rights, and report any compliance action to the Director of the Office of Human Rights;

(c) to comply with the terms of this Order and of the orders, rules, regulations, guidelines, and procedures of the Office of Human Rights issued pursuant thereto in discharging their responsibility for securing contract compliance; and

(d) to secure compliance with any rules, regulations, and procedures promulgated pursuant to this Order before or after the execution of a contract by methods, of conference, conciliation and persuasion. No enforcement proceedings shall be initiated, nor shall a contract be cancelled or terminated in whole or in part, unless such methods have first been attempted.

6. Procedures: The procedures to be followed in implementing this Order shall be those set forth in

Orders, rules, regulations, and guidelines as may be promulgated by the Office of Human Rights.

7. Severability: If any section, subsection, sentence, clause, phrase, or portion of the provisions in this Order is for any reason declared by any court of competent jurisdiction to be invalid or unconstitutional, such section, subsection, sentence, clause, phrase, or portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining provisions of this order.

8. Effective Date: This Order shall become effective immediately.

Signed by Marion Barry, Jr.
Mayor

ATTEST: Signed by Clifton B. Smith
Secretary of the District of Columbia

OFFICE OF HUMAN RIGHTS

NOTICE OF FINAL RULEMAKING

The Director of the Office of Human Rights hereby gives notice of the adoption of the following final rules governing standards and procedures for equal employment opportunity applicable to contractors and subcontractors under District of Columbia Government Contracts. Notice of Proposed Rulemaking was published for public comment in the D.C. Register on April 11, 1986 at 33 DCR 2243. Based on some the comments received and upon further review by the Office of Human Rights, minor revisions were made in the rules at the following subsections: 1104.1, 1104.2, 1104.4, 1104.13, 1104.17(e) (5), 1104.28, 1107.1, 1199.1, and at page 15 the definition of minority was written out in addition to citing its D.C. Code. None of the revisions change the intent of the proposed final rules. Final action to adopt these final rules was taken on August 4, 1986, and will be effective upon publication of this notice in the Register.

CHAPTER 11 EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS IN CONTRACTS

1100. PURPOSE

1100.1 These rules shall govern standards and procedures to be followed by contractors and subcontractors performing under District of Columbia Government contracts for goods and services, including construction contracts, for the purpose of assuring equal employment opportunity for minorities and women.

1100.2 These rules establish requirements for contractors and subcontractors regarding their commitment to observe specific standards for the employment of minorities and women and to achieve affirmative action obligations under District of Columbia contracts. These rules are not intended nor shall be used to discriminate against any qualified applicant for employment or employee.

1101 SCOPE

1101.1 Except as hereinafter exempted, the provisions of this chapter shall apply to all District of Columbia Government contracts subject to Mayor's Order No. 85-85, and any rules, regulations, and procedures promulgated pursuant to that Mayor's Order.

1102 COVERAGE

1102.1 The provisions of this chapter shall govern the processing of any matter before the Office Human Rights involving the following:

(a) Discrimination in employment on grounds of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap by any District of Columbia Government contractor; and

(b) Achievement of affirmative action obligations under District of Columbia contracts.

1103 CONTRACT PROVISIONS

1103.1 Each contract for goods and services, including construction contracts, except construction subcontracts for standard commercial supplies or raw materials, shall include as express contractual provisions the language contained in subsections 1103.2 through 1103.10.

1103.2 The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap.

1103.3 The contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap. The affirmative action shall include, but not be limited to the following:

(a) Employment, upgrading, or transfer;
(b) Recruitment or recruitment advertising;
(c) Demotion, layoff, or termination;
(d) Rates of pay, or other forms of compensation; and
(e) Selection for training and apprenticeship.

1103.4 The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Agency, setting forth the provisions in subsections 1103.2 and 1103.3 concerning non-discrimination and affirmative action.

1103.5 The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in subsection 1103.2

1103.6 The contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement, or other contract or understanding, a notice to be provided by the Contracting Agency, advising each labor union or workers' representative of the contractor's commitments under this chapter, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

1103.7 The contractor agrees to permit access to all books, records, and accounts, pertaining to its employment practices, by the Director and the Contracting Agency for purposes of investigation to ascertain compliance with this chapter, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors, books, records, and accounts for such purposes.

1103.8 The contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the District of Columbia adopted by the Director, or any authorized official.

1103.9 The prime contractor shall include in every subcontract the equal opportunity clauses, subsections 1103.2 through 1103.10 of this section, so that such provisions shall be binding upon each subcontractor or vendor.

1103.10 The prime contractor shall take such action with respect to any subcontractor as the Contracting Officer may direct as a means of enforcing these provisions, including sanctions for non-compliance; provided, however, that in the event the prime contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the prime contractor may request the District to enter into such litigation to protect the interest of the District.

1104 AFFIRMATIVE ACTION PROGRAM

1104.1 Each apparent low bidder for a construction contract shall complete and submit to the Contracting Agency, prior to the execution of any contract in the amount of twenty-five thousand dollars ($25,000) or more, and each contractor covered under subsection 1105.1, an Affirmative Action Program to ensure equal opportunity which shall include specific standards for the utilization of minorities and women in the trades, crafts and skills to be used by the contractor in the performance of the contract.

1104.2 Each apparent low bidder or offeror for a non-construction contract shall complete and submit to the Contracting Agency, prior to the execution of any contract in the amount of ten thousand dollars ($10,000) or more, and each contractor covered under subsection 1105.2 , an Affirmative Action Program to ensure equal opportunity which shall include specific standards for the utilization of minorities in the job categories specified in subsection 1108.4.

1104.3 To ensure equal opportunity each Affirmative Action Program shall include the following commitments:

(a) With respect to construction contracts, each contractor shall certify that it will comply with the provisions of this chapter, and submit a personnel utilization schedule for all the trades the contractor is to utilize, indicating the actual numbers of minority and female workers that are expected to be a part of the workforce performing under the contract; and

(b) With respect to non-construction contracts, each contractor shall certify that it will comply with the provisions of this chapter, and shall submit a personnel utilization schedule indicating by craft and skill, the minority composition of the workforce related to the performance of the work under the contract. The schedule shall include all workers located in the facility from which the goods and services are produced and shall include the same information for other facilities which have a significant relationship to the performance of work under the contract.

1104.4 If the experience of the contractor with any local union from which it will secure employees indicates that the union will not refer sufficient minorities or women to meet minority or female employment commitments, the contractor shall, not less than ten (10) days prior to the employment of any person on the project subject to the jurisdiction of that local union, do the following:

(a) Notify the District of Columbia Department of Employment Services and at least two (2) minority and two (2) female referral organizations of the contractor's personnel needs, and request referral of minority and female workers; and

(b) Notify any minority and female workers who have been listed with the contractors as awaiting vacancies.

1104.5 If, within five (5) working days prior to commencement of work, the contractor determines that the Department of Employment Services or the minority or female referral organizations are unable to refer sufficient minorities or women to meet its commitments, the contractor may take steps to hire, by referral or otherwise, from the local union membership to fill the remaining job openings, provided that it notifies the local union of its personnel needs and of its employment commitments. Evidence of the notification shall be provided to the Contracting Agency.

1104.6 The contractor shall have standing requests for additional referrals of minority and female workers with the local union, the Department of Employment Services, and the other referral sources, until such time as the contractor has met its minority and female employment commitments.

1104.7 If the contractor desires to lay off some of its employees in a given trade on a construction site, it shall ensure that the required number of minority and female employees remain on the site to meet the minority and female commitments.

1104.8 No contractor shall refuse employment to any individual who has minimal facility to speak English except where the contractor can demonstrate that the facility to speak English is necessary for the performance of the job.

1104.9 No union with which the contractor has a collective bargaining agreement shall refuse to refer minority and female employees to such contractor.

1104.10 To the extent that contractors have delegated the responsibility for some of their employment practices to some other organization or agency which prevents them from meeting their equal opportunity obligations, those contractors shall not be considered to be in compliance with this chapter.

1104.11 The obligations of the contractor shall not be reduced, modified, or subject to any provision in any collective bargaining agreement with labor organization which provides that the labor organizations shall have the exclusive or primary opportunity to refer employees.

1104.12 When any contractor employs a minority person or woman in order to comply with this chapter, those persons shall be advised of their right to seek union membership, the contractor shall provide whatever assistance may be appropriate to enable that person to obtain membership, and the contractor shall notify the appropriate union of that person's employment.

1104.13 The contractor shall not discharge, refuse to employ, or otherwise adversely affect any minority person or woman because of any provision in any collective bargaining agreement, or any understanding, written or oral that the contractor may have with any labor organization.

1104.14 If at any time, because of lack of cooperation or overt conduct, a labor organization impedes or interferes with the contractor's Affirmative Action Program, the contractor shall notify the Contracting Agency and the Director immediately, setting forth the relevant circumstances.

1104.15 In any proceeding involving a disagreement between a labor organization and the contractor over the implementation of the contractor's Affirmative Action Program, the Contracting Agency and the Office of Human Rights may become a party to the proceeding.

1104.16 In determining whether or not a contractor is utilizing minorities and females pursuant to Section 1108, consideration shall be given to the following factors:

(a) The proportion of minorities and women employed in the trades and as laborers in the construction industry within the District of Columbia;

(b) The proportion of minorities and women employed in the crafts or as operatives in non-construction industries with in the District of Columbia;

(c) The number and ratio of unemployed minorities and women to total unemployment in the District of Columbia;

(d) The availability of qualified and qualifiable minorities and women for employment in any comparable line of work, including where they are now working and how they may be brought into the contractor's workforce;

(e) The effectiveness of existing training programs in the area, including the number who complete training, the length and extent of training, employer experience with trainees, and the need for additional or expanded training programs; and

(f) The number of additional workers that could be absorbed into each trade or line of work without displacing present employees, including consideration of present employee shortages, projected growth of the trade or line of work, and projected employee turnover.

1104.17 The contractor's commitment to specific standards for the utilization of minorities and females as required under this chapter shall include a commitment to make every good faith effort to meet

those standards. If the contractor has failed to meet the standards, a determination of "good faith" shall be based upon the contractor's documented equal opportunity efforts to broaden its equal employment program which shall include, but may not necessarily be limited to, the following requirements:

(a) The contractor shall notify the community organizations that the contractor has employment opportunities available and shall maintain records of the organizations' responses;

(b) The contractor shall maintain a file of the names and addresses of each minority and female worker referred to it and what action was taken with respect to each referred worker. If that worker was not sent to the union hiring hall for referral or if the worker was not employed by the contractor, the contractor's file shall be documented and the reasons therefore;

(c) The contractor shall notify the Contracting Agency and the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority or female worker originally sent to the union by the contractor for union registration, or the contractor has other information that the union referral process has impeded the contractor's efforts to meet its goals;

(d) The contractor shall participate in training programs related to its personnel needs;

(e) The contractor shall disseminate its EEO policy internally by doing the following:

(1) Including it in any organizational manual;

(2) Publicizing it in company newspapers, annual report, etc.;

(3) Conducting staff, employee, and union representatives meetings to explain and discuss the policy;

(4) Posting; and

(5) Reviewing the policy with minority and female employees.

(f) The contractor shall disseminate its EEO policy externally by doing the following:

(1) Informing and discussing it with all recruitment sources;

(2) Advertising in news media, specifically including news media directed to minorities and women;

(3) Notifying and discussing it with all known minority and women's organizations; and

(4) Notifying and discussing it with all subcontractors and suppliers.

1104.18 The contractor shall make specific recruitment efforts, both written and oral, directed at all minority and women's training organizations within the contractor's recruitment area.

1104.19 The contractor shall encourage present employees to assist in the recruitment of minorities and women for employment.

1104.20 The contractor shall validate all qualifications, selection requirements, and tests in accordance with the guidelines of the Equal Employment Opportunity Commission.

1104.21 The contractor shall make good faith efforts to provide after school, summer and vacation employment to minority youths and young women.

1104.22 The contractor shall develop on-the-job training opportunities, and participate and assist in any association or employer group training programs relevant to the contractor's employee needs.

1104.23 The contractor shall continually inventory and evaluate all minority and female personnel for promotion opportunities.

1104.24 The contractor shall make sure that seniority practices, job classifications, qualifications, etc. do not have a discriminatory effect on minorities and women.

1104.25 The contractor shall make certain that all facilities and company activities are nonsegregated.

1104.26 The contractor shall continually monitor all personnel activities to ensure that its EEO policy is being carried out.

1104.27 The contractor may utilize minority banking facilities as depositories for funds which may be involved, directly or indirectly, in the performance of the contract.

1104.28 The contractor shall employ minority and female workers without respect to union membership in sufficient numbers to meet the minority and female employment standards, if the experience of the contractor with any labor union from which it will secure employees does not indicate that it will refer sufficient minorities and females to meet its minority and female employment standards.

1104.29 The contractor shall ensure that all of its employees as well as those of its subcontractors are made knowledgeable about the contractor's equal opportunity policy.

1104.30 [Reserved]

1104.31 Each contractor shall include in all bid invitations or other pre-bid communications, written or otherwise, with respect to prospective subcontractors, the standards, as applicable, which are required under this chapter.

1104.32 Whenever a contractor subcontracts a portion of the work in any trade, craft or skill it shall include in the subcontract, its commitment made under this chapter, as applicable, which shall be adopted by its subcontractors who shall be bound thereby and by the regulations of this chapter to the full extent as if it were the prime contractor.

1104.33 The prime contractor shall give notice to the Director and the Contracting Agency of any refusal or failure of any subcontractor to fulfill its obligations under this chapter.

1104.34 Failure of compliance by any subcontractor shall be treated in the same manner as a failure by the prime contractor.

1105 EXEMPTIONS

1105.1 Prospective construction contractors shall be exempt from submitting Affirmative Action Programs for contracts amounting to less than twenty-five thousand dollars ($25,000); provided, that when a construction contractor accumulates contracts amounting to twenty-five thousand dollars ($25,000) or more within a period of twelve (12) months that contractor shall be required to submit an Affirmative Action Program for each contract executed thereafter.

1105.2 Prospective non-construction contractors shall be exempt from submitting Affirmative Action Programs for contracts amounting to less than ten thousand dollars ($10,000); provided, that when

a non-construction contractor accumulates contracts amounting to ten thousand dollars ($10,00) or more during a period of twelve (12) months that contractor shall be required to submit an Affirmative Action Program for each contract executed thereafter.

1106 NONRESPONSIBLE CONTRACTORS

1106.1 If a bidder or offeror fails either to submit a complete and satisfactory Affirmative Action Program or to submit a revised Affirmative Action Program that meets the approval of the Director, as required pursuant to this chapter, the Director may direct the Contracting Officer to declare the bidder or offeror to be nonresponsible and ineligible for award of the contract.

1106.2 Any untimely submission of an Affirmative Action Program may, upon order of the Director, be rejected by the Contracting Officer.

1106.3 In no case shall there be any negotiation over the provision of specific utilization standards submitted by the bidder or offeror after the opening of bids or receipt of offer and prior to award.

1106.4 If any directive or order relating to nonresponsibility is issued under this section, the Director shall afford the bidder or offeror a reasonable opportunity to be heard in opposition to such action in accordance with subsection 1118.1, or in support of a request for waiver under section 1109.

1107 NOTICE OF COMPLIANCE

1107.1 Each Contracting Agency shall include, or require the contract bidder or offeror to include, in the invitation for bids or other solicitation used for a D.C. Government-involved contract, a notice stating that to be eligible for consideration, each bidder or offeror shall be required to comply with the provisions of this chapter for the trades, crafts and skills to be used during the term of the performance of the contract whether or not the work is subcontracted.

1108 MINIMUM STANDARDS FOR MINORITY AND FEMALE EMPLOYMENT

1108.1 The minimum standards for the utilization of minorities in the District of Columbia Government construction contracts shall be forty-two percent (42%) in each trade for each project, and an aggregate workforce standard of six and nine-tenths percent (6.9%) for females in each project. Any changes in Federal standards pertaining to minority group and female employment in Federally-involved construction contracts shall be taken into consideration in any review of these requirements.

1108.2 The construction contractor's standards established in accordance with subsection 1108.1 shall express the contractor's commitment of the forty-two percent (42%) of minority personnel who will be working in each specified trade on each of the contractor's District of Columbia Government projects, and the aggregate standard of six and nine-tenths percent (6.9%) for the employment of females in each District of Columbia Government contract.

1108.3 The hours for minority and female workers shall be substantially uniform throughout the entire length of the construction contract for each trade used, to the effect that the same percentage of minority workers in the trades used shall be working throughout the length of work in each trade on each project, and the aggregate percentage in each project for females.

1108.4 The minimum standard for the utilization of minorities in non-construction contracts shall be twenty-five percent (25%) in each of the following nine (9) job categories:

(a) Officials and managers;

(b) Professionals;

(c) Technicians;

(d) Sales workers;

(e) Office and clerical workers;

(f) Craftpersons (Skilled);

(g) Operative (Semi-skilled);

(h) Laborers (Unskilled); and

(i) Service workers.

1108.5 With respect to non-construction contracts the contractor's standards established in accordance with subsection 1108.4 shall express the contractor's commitment of the twenty-five percent (25%) of minority personnel who will be working in each specified craft or skill in each contract.

1109 WAIVERS

1109.1 The Director may grant a waiver to a prospective contractor from the requirement to submit a set of minimum standards for the employment of minorities and women in a particular contract, if before the execution of the contract and approval of the Affirmative Action Program, the contractor can document and otherwise prove it is unable to meet the standards in the performance of the contract.

1110 SOLICITATION OF CONTRACT

1110.1 Each solicitation for contract covered by section 1104 shall contain a statement that contractors shall comply with the minimum standards established pursuant to these rules for ensuring equal opportunity.

1110.2 The contract solicitation shall require that each bidder or offeror certify that it intends to meet the applicable minimum standards in section 1108 in order to be considered for the contract.

1111 PRIOR TO EXECUTION OF CONTRACT

1111.1 Upon being designated the apparent low bidder or offeror, that contractor shall submit a detailed Affirmative Action Program that sets forth the following:

(1) The composition of its current total workforce; and

(2) The composition of the workforce by race, color, national origin, and sex to be used in the performance of the contract and that of all known subcontractors that will be utilized to perform the contract.

1111.2 The apparent low bidder or offeror shall submit an Affirmative Action Program in accordance with section 1104 describing the actions it will take to ensure compliance with this chapter which shall be subject, prior to the execution of any contract, to the approval of the Director.

1111.3 If the Office of Human Rights does not act within ten (10) working days after the receipt of the Affirmative Action Program sent for approval, the Contracting Agency may proceed on its own determination to execute the contract.

1111.4 The apparent low bidder or offeror shall submit an Affirmative Action Program within a period of time to specified by each Contracting Agency, but which shall not exceed ten (10) working days after becoming the apparent contractor.

1111.5 The apparent low bidder or offeror shall furnish all information and reports to the Contracting Agency as required by this chapter, and shall permit access to all books or records pertaining to its employment practices or worksites.

1111.6 No contract subject to section 1104 shall be executed by the Contracting Agency, if the apparent low bidder or offeror does not submit an Affirmative Action Program, or if the Program has been disapproved in writing by the Director.

1111.7 If there is disagreement between the contractor and the Contracting Officer as to the adequacy of the Affirmative Action Program, the matter shall be referred to the Director for a decision.

1112 AFTER EXECUTION OF CONTRACT

1112.1 Each contractor shall maintain throughout the term of the contract the minimum standards for the employment of minorities and women, as set forth in the approved Affirmative Action Program.

1112.2 Each contractor shall require that each subcontractor, or vendor under the contract comply with the provision of the contract and the Affirmative Action Program.

1112.3 Each contractor shall furnish all information as required by this chapter, and permit access to all books and records pertaining to the contractor's employment practices and work sites by the Director and the Contracting Agency for purposes of investigation to ascertain compliance with this chapter.

1113 MONITORING AND EVALUATION

1113.1 The Director shall, from time to time, monitor and evaluate all District of Columbia Government agencies, including those independent agencies and commissions not required to submit the Affirmative Action Program of their contractors, to ensure compliance with the equal opportunity obligations in contracts, as provided for in this chapter.

1114 AFFIRMATIVE ACTION TRAINING PROGRAM

1114.1 Each contractor, in fulfilling its affirmative action responsibilities under a contract with the District of Columbia Government, shall be required to have, as part of its Affirmative Action Program, an existing training program for the purpose of training, upgrading, and promotion of minority and female employees or to utilize existing programs. Those programs shall include, but not be limited to, the following:

(a) To be consistent with its personnel requirements, the contractor shall make full use of the applicable training programs, including apprenticeship, on-the job training, and skill refinement training for journeymen. Recruitment for the program shall be designed to provide for appropriate participation by minority group members and women;

(b) The contractor may utilize a company-operated skill refinement training program. This program shall be formal and shall be responsive to the work to be performed under the contract;

(c) The contractor may utilize formal private training institutions that have as their objective training and skill refinement appropriate to the classification of the workers employed. When training is provided by a private organization the following information shall be supplied:

(1) The name of the organization;

(2) The name, address, social security number, and classification of the initial employees and any subsequent employees chosen during the course of the course of the contract; and

(3) The identity of the trades, and crafts or skills involved in the training.

1114.2 If the contractor relies, in whole or in part, upon unions as a source of its workforce, the contractor shall use its best efforts, in cooperation with unions, to develop joint training programs aimed toward qualifying more minorities and females for membership in the union, and increasing the skills of minority and female employees so that they may qualify for higher paying employment.

1114.3 Approval of training programs by the Contracting Agency shall be predicated, among other things, upon the quality of training, numbers of trainees and trades, crafts or skills involved, and whether the training is responsive to the policies of the District of Columbia and the needs of the minority and female community. Minority and female applicants for apprenticeship or training should be selected in sufficient numbers as to ensure an acceptable level of participation sufficient to overcome the effects of past discrimination.

1115 COMPLIANCE REVIEW

1115.1 The Director and the Contracting Agency shall review the contractor's employment practices during the performance of the Contract. Routine or special reviews of contractors shall be conducted by the Contracting Agency or the Director in order to ascertain the extent to which the policy of Mayor's Order No. 85-85, and the requirements in this chapter are being implemented and to furnish information that may be useful to the Director and the Contracting Agency in carrying out their functions under this chapter.

1115.2 A routine compliance review shall consist of a general review of the practices of the contractor to ascertain compliance with the requirements of this chapter, and shall be considered a normal part of contract administration.

1115.3 A special compliance review shall consist of a comprehensive review of the employment practices of the contractor with respect to the requirements of this chapter, and shall be conducted when warranted.

1116 ENFORCEMENT

1116.1 If the contractor does not comply with the equal opportunity clauses in a particular contract, including subsections 1103.2 through 1103.10 of this chapter, that contract may be cancelled in whole or in part, and the contractor may be declared by the Director or the Contracting Officer to be ineligible for further District of Columbia Government Contracts subject to applicable laws and regulations governing debarment.

1116.2 If the contractor meets its goals or if the contractor can demonstrate that it has made every good faith effort to meet those goals, the contractor will be presumed to be in compliance with this chapter, and no formal sanction shall be instituted unless the Director otherwise determines that the contractor is not providing equal employment opportunity.

1116.3 When the Director proceeds with a formal hearing she or he has the burden of proving that the contractor has not met the requirements of this chapter, but the contractor's failure to meet its goals shall shift to it the requirement to come forward with evidence to show that it has met the good faith requirements of this chapter.

1117 COMPLAINTS

1117.1 The Director may initiate investigations of individual instances and patterns of discriminatory conduct, initiate complaints thereupon and keep the Contracting Agency informed of those actions.

1117.2 If the investigation indicates the existence of an apparent violation of the non-discrimination provisions of the contract required under section 1103 of this chapter the matter may be resolved by the methods of conference, conciliation, mediation, or persuasion.

1117.3 If an apparent violation of the non-discrimination provisions of the contract required under section 1103 of this chapter is not resolved by methods of conference, conciliation, mediation, or persuasion, the Director of the Contracting Officer may issue a notice requiring the contractor in question to show cause, within thirty (30) days, why enforcement proceedings or other appropriate action should not be initiated.

1117.4 Any employee of any District of Columbia Government contractor or applicant for employment who believes himself or herself to be aggrieved may, in person or by an authorized representative, file in writing, a complaint of alleged discrimination with the Director.

1118 HEARINGS

1118.1 In the event that a dispute arises between a bidder, offeror or prospective contractor and the Director or the Contracting Officer as to whether the proposed program of affirmative action for providing equal employment opportunity submitting by such bidder, offeror or prospective contractor complies with the requirements of this chapter and cannot be resolved by the methods of conference, conciliation, mediation, or persuasion, the bidder, offeror or prospective contractor in question shall be afforded the opportunity for a hearing before the Director.

1118.2 If a case in which an investigation by the Director or the Contracting Agency has shown the existence of an apparent violation of the non-discrimination provisions of the contract required under section 1103 is not resolved by the methods specified in subsection 1117.2, the Director may issue a notice requiring the contractor in question to show cause, within thirty (30) days, why enforcement proceedings or other appropriate action should not be initiated. The contractor in question shall also be afforded the opportunity for a hearing before the Director.

1118.3 The Director may hold a hearing on any compliant or violation under this chapter, and make determinations based on the facts brought before the hearing.

1118.4 Whenever the Director holds a hearing it is to be held pursuant to the Human Rights Act of 1977, a notice of thirty (30) working days for the hearing shall be given by registered mail, return receipt requested, to the contractor in question. The notice shall include the following:

(a) A convenient time and place of hearing;

(b) A statement of the provisions in this chapter or any other laws or regulations pursuant to which the hearing is to be held; and

(c) A concise statement of the matters to be brought before the hearing.

1118.5 All hearings shall be open to the public and shall be conducted in accordance with rules, regulations, and procedures promulgated pursuant to the Human Rights Act of 1977.

1119 SANCTIONS

1119.1 The Director, upon finding that a contractor has failed to comply with the non-discrimination provisions of the contract required under section 1103, or has failed to make a good faith effort to achieve the utilization standards under an approved Affirmative Action Program, may impose sanctions contained in this section in addition to any sanction or remedies as may be imposed or invoked under the Human Rights Act of 1977.

1119.2 Sanctions imposed by the Director may include the following:

(a) Order that the contractor be declared ineligible from consideration for award of District of Columbia Government contracts or subcontracts until such time as the Director may be satisfied that the contractor has established and will maintain equal opportunity policies in compliance with this chapter; and

(b) Direct each Contracting Officer administering any existing contract to cancel, terminate, or suspend the contract or any portion thereof, and to deny any extension, modification, or change, unless the contractor provides a program of future compliance satisfactory to the Director.

1119.3 Any sanction imposed under this chapter may be rescinded or modified upon reconsideration by the Director.

1119.4 An appeal of any sanction imposed by order of the Director under this chapter may be taken pursuant to applicable clauses of the affected contract or provisions of law and regulations governing District of Columbia Government contracts.

1120 NOTIFICATIONS

1120.1 The Director shall forward in writing notice of his or her findings of any violations of this chapter to the Contracting Officer for appropriate action under the contract.

1120.2 Whenever it appears that the holder of or an applicant for a permit, license or franchise issued by any agency or authority of the Government of the District of Columbia is a person determined to be in violation of this chapter the Director may, at any time he or she deems that action the Director may take or may have taken under the authority of this chapter, refer to the proper licensing agency or authority the facts and identities of all persons involved in the violation for such action as the agency or authority, in its judgement, considers appropriate based upon the facts thus disclosed to it.

1120.3 The Director may publish, or cause to be published, the names of contractors or unions which have been determined to have complied or have failed to comply with the provisions of the rules in this chapter.

1121 DISTRICT ASSISTED PROGRAMS

1121.1 Each agency which administers a program involving leasing of District of Columbia Government owned or controlled real property, or the financing of construction under industrial revenue bonds or urban development action grants, shall require as a condition for the approval of any agreement for leasing, bond issuance, or development action grant, that the applicant undertake and agree to incorporate, or cause to be incorporated into all construction contracts relating to or assisted by such agreements, the contract provisions prescribed for District of Columbia Government contracts by section 1103, preserving in substance the contractor's obligation under those provision.

1199 DEFINITIONS

1199.1 The following words and phrases set forth in this section, when used in this chapter, shall have the following meanings ascribed:

Contract – any binding legal relationship between the District of Columbia and a contractor for supplies or services, including but not limited to any District of Columbia Government or District of Columbia Government assisted construction or project, lease agreements, Industrial Revenue Bond financing, and Urban Development Action grant, or for the lease of District of Columbia property in which the parties, respectively, do not stand in the relationship of employer and employee.

Contracting Agency – any department, agency, or establishment of the District of Columbia which is authorized to enter into contracts.

Contracting Officer – any official of a contracting agency who is vested with the authority to execute contracts on behalf of said agency.

Contractor – any prime contractor holding a contract with the District of Columbia Government. The term shall also refer to subcontractors when the context so indicates.

Director – the Director of the Office of Human Rights, or his or her designee.

Dispute – any protest received from a bidder or prospective contractor relating to the effectiveness of his or her proposed program of affirmative action for providing equal opportunity.

Minority – Black Americans, Native Americans, Asian Americans, Pacific Islander Americans, and Hispanic Americans. In accordance with D.C. Code, Section 1-1142(1) (Supp. 1985).

Subcontract – any agreement made or executed by a prime contractor or a subcontractor where a material part of the supplies or services, including construction, covered by an agreement is being obtained for us in the performance of a contract subject to Mayor's Order No. 85-85, and any rules, regulations, and procedures issued pursuant thereto.

Subcontractor – any contractor holding a contract with a District prime contractor calling for supplies or services, including construction, required for the performance of a contract subject to Mayor's Order No. 85-85, and any rules, regulations, and procedures promulgated pursuant thereto.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF THE CHIEF FINANCIAL OFFICER
OFFICE OF TAX AND REVENUE

TAX CERTIFICATION AFFIDAVIT

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

Date: _____

Name of Organization/Entity: _____

Address: _____

Business Telephone No.: _____

Principal Officer:

Name: _____ Title: _____

Soc. Sec. No.: _____

Federal Identification No.: _____

Contract No.: _____

Unemployment Insurance Account No.: _____

I hereby certify that:

1. I have complied with the applicable tax filing and licensing requirements of the District of Columbia.
2. The following information is true and correct concerning tax compliance for the following taxes for the past five (5) years:

		Current	Not Current	Not Applicable
District:	Sales and Use	( )	( )	( )
	Employer Withholding	( )	( )	( )
	Ball Park Fee	( )	( )	( )
	Corporation Franchise	( )	( )	( )
	Unincorporated Franchise	( )	( )	( )
	Personal Property	( )	( )	( )
	Real Property	( )	( )	( )
	Individual Income	( )	( )	( )

The Office of Tax and Revenue is hereby authorized to verify the above information with the appropriate government authorities. The penalty for making false statements is a fine not to exceed $5,000.00, imprisonment for not more than 180 days, or both, as prescribed by D.C. Official Code § 47-4106.

This affidavit must be notarized and becomes void if not submitted within 90 days of the date notarized.

_____ _____
Signature of Authorizing Agent Title

_____
Print Name

Notary: DISTRICT OF COLUMBIA, ss:

Subscribed and sworn before me this _____ day of _____Month and Year

Notary Public: _____

My Commission Expires: _____

FIRST SOURCE EMPLOYMENT AGREEMENT

Contract Number: _____

Contract Amount: _____

Project Name: _____

Project Address: _____ Ward:_____

Nonprofit Organization with 50 Employees or Less: (Yes) ____ (No) ____

This First Source Employment Agreement, in accordance with D. C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 for recruitment, referral, and placement of District of Columbia residents, is between the District of Columbia Department of Employment Services, hereinafter referred to as DOES, and _____, hereinafter, referred to as EMPLOYER. Under this Employment Agreement, the EMPLOYER will use DOES as its first source for recruitment, referral, and placement of new hires or employees for the new jobs created by this project and will hire 51% District of Columbia residents for all new jobs created, as well, as 51% of apprentices employed in connection with the project shall be District residents registered in programs approved by the District of Columbia Apprenticeship Council.

I. GENERAL TERMS

A. The EMPLOYER will use DOES as its first source for the recruitment, referral and placement of employees.

B. The EMPLOYER shall require all contractors and subcontractors, with contracts totaling $100,000 or more, to enter into a First Source Employment Agreement with DOES.

C. DOES will provide recruitment, referral and placement services to the EMPLOYER subject to the limitations set out in this Agreement.

D. DOES participation in this Agreement will be carried out by the Office of the Director, with the Office of Employer Services, which is responsible for referral and placement of employees, or such other offices or divisions designated by DOES.

E. This Agreement shall take effect when signed by the parties below and shall be fully effective for the duration of the contract and any extensions or modifications to the contract.

F. This Agreement shall not be construed as an approval of the EMPLOYER'S bid package, bond application, lease agreement, zoning application, loan, or contract/subcontract.

G. DOES and the EMPLOYER agree that for purposes of this Agreement, new hires and jobs created (both union and nonunion) include all EMPLOYER'S job openings and vacancies in the Washington Standard Metropolitan Statistical Area created as a result of internal promotions, terminations, and expansions of the EMPLOYER'S workforce, as a result of this project, including loans, lease agreements, zoning applications, bonds, bids, and contracts.

H. For purposes of this Agreement, apprentices as defined in D.C. Law 2-156, as amended, are included.

I. The EMPLOYER shall register an apprenticeship program with the D.C. Apprenticeship Council for construction or renovation contracts or subcontracts totaling $500,000 or more. This includes any construction or renovation contract or subcontract signed as the result of, but is not limited to, a loan, bond, grant, Exclusive Right Agreement, street or alley closing, or a leasing agreement of real property for one (1) year or more.

J. All contractors who contract with the Government of the District of Columbia to perform information technology work with a single contract or cumulative contracts of at least $500,000, let within any twelve (12) month period shall be required to register an apprenticeship program with the District of Columbia Apprenticeship Council.

K. The term "information technology work" shall include, but is not limited to, the occupations of computer programmer, programmer analyst, desktop specialist, technical support specialist, database specialist, network support specialist, and any other related occupations as the District of Columbia Apprenticeship Council may designate by regulation.

II. RECRUITMENT

A. The EMPLOYER will complete the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. The EMPLOYER will notify DOES of its specific need for new employees as soon as that need is identified.

B. Notification of specific needs, as set forth in Section II.A. must be given to DOES at least five (5) business days (Monday - Friday) before using any other referral source, and shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.

C. Job openings to be filled by internal promotion from the EMPLOYER'S current workforce need not be referred to DOES for placement and referral.

D. The EMPLOYER will submit to DOES, prior to starting work on the project, the names, and social security numbers of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the project.

III. REFERRAL

DOES will screen and refer applicants according to the qualifications supplied by the EMPLOYER.

IV. PLACEMENT

A. DOES will notify the EMPLOYER, prior to the anticipated hiring dates, of the number of applicants DOES will refer. DOES will make every reasonable effort to refer at least two qualified applicants for each job opening.

B. The EMPLOYER will make all decisions on hiring new employees but will in good faith use reasonable efforts to select its new hires or employees from among the qualified persons referred by DOES.

C. In the event DOES is unable to refer the qualified personnel requested, within five (5) business days (Monday - Friday) from the date of notification, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. Notwithstanding, the EMPLOYER will still be required to hire 51% District residents for the new jobs created by the project.

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

V. TRAINING

DOES and the EMPLOYER may agree to develop skills training and on-the-job training programs; the training specifications and cost for such training will be mutually agreed upon by the EMPLOYER and DOES and set forth in a separate Training Agreement.

VI. CONTROLLING REGULATIONS AND LAWS

A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, the laws or regulations shall prevail.

B. DOES will make every effort to work within the terms of all collective bargaining agreements to which the EMPLOYER is a party.

C. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has provided the representative of any involved collective bargaining unit with a copy of this Agreement and has requested comments or objections. If the representative has any comments or objections, the EMPLOYER will promptly provide them to DOES.

VII. EXEMPTIONS

A. Contracts, subcontracts or other forms of government-assistance less than $100,000.

B. Employment openings the contractor will fill with individuals already employed by the company.

C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.

D. Suppliers located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in the Washington Standard Metropolitan Statistical Area.

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

A. If, during the term of this Agreement, the EMPLOYER should transfer possession of all or a portion of its business concerns affected by this Agreement to any other party by lease, sale, assignment, merger, or otherwise, the EMPLOYER as a condition of transfer shall:

1. Notify the party taking possession of the existence of the EMPLOYER'S Agreement.

2. Notify the party taking possession that full compliance with this Agreement is required in order to avoid termination of the project.

3. EMPLOYER shall, additionally, advise DOES within seven (7) business/calendar days of the transfer. This advice will include the name of the party taking possession and the name and telephone of that party's representative.

B. DOES shall monitor EMPLOYER'S performance under this Agreement. The EMPLOYER will cooperate in DOES' monitoring effort and will submit a Contract Compliance Form to DOES monthly.

C. To assist DOES in the conduct of the monitoring review, the EMPLOYER will make available payroll and employment records for the review period indicated.

D. If additional information is needed during the review, the EMPLOYER will provide the requested information to DOES.

E. With the submission of the final request for payment from the District, the EMPLOYER shall:

1. Document in a report to the Contracting Officer its compliance with the requirement that 51% of the new employees hired by the project be District residents; or

2. Submit a request to the Contracting Officer for a waiver of compliance with the requirement that 51% of the new employees hired by the project be District residents and include the following documentations:
   a. Material supporting a good faith effort to comply;
   b. Referrals provided by DOES and other referral sources; and
   c. Advertisement of job openings listed with DOES and other referral sources.

F. The Contracting Officer may waive the requirement that 51% of the new employees hired by the project be District residents, if the Contracting Officer finds that:

1. A good faith effort to comply is demonstrated by the contractor;

2. The EMPLOYER is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area;

   The Washington Standard Metropolitan Statistical Area includes the District of Columbia, the Virginia Cities of Alexandria, Falls Church, Manasas, Manasas Park, Fairfax, and Fredericksburg; the Virginia Counties of Fairfax, Arlington, Prince William, Loundon, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

3. The EMPLOYER enters into a special workforce development training or placement arrangement with DOES; or

4. DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the contract.

G. Willful breach of the First Source Employment Agreement by the EMPLOYER, or failure to submit the Contract Compliance Report, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract.

H Nonprofit organizations with 50 or less employees are exempted from the requirement that 51% of the new employees hired on the project be District residents.

I. The EMPLOYER and DOES, or such other agent as DOES may designate, may mutually agree to modify this Agreement.

J. The project may be terminated because of the EMPLOYER'S non-compliance with the provisions of this Agreement.

IX. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)?
YES NO
If yes, certification number: _____

X. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council?
YES NO
If yes, D.C. Apprenticeship Council Registration Number: _____

XI. Indicate whether your firm is a subcontractor on this project: YES NO
If yes, name of prime contractor: _____

Dated this_____day of_____20_____

_____ _____
Signature Dept. of Employment Services Signature of Employer

_____
Name of Company

_____
Address

_____
Telephone

_____
E-mail

EMPLOYMENT PLAN

NAME OF FIRM_____

ADDRESS_____

TELEPHONE NUMBER_____FEDERAL IDENTIFICATION NO._____

CONTACT PERSON_____TITLE_____

E-mail:_____ TYPE OF BUSINESS: _____

ORIGINATING DISTRICT AGENCY_____

CONTRACTING OFFICER: _____ TELEPHONE NUMBER: _____

TYPE OF PROJECT_____FUNDING AMOUNT_____

PROJECTED START DATE_____PROJECT DURATION_____

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this project.

	JOB TITLE	# OF JOBS F/T P/T	SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
A					
B					
C					
D					
E					
F					
G					
H					
I					
J					
K					

CURRENT EMPLOYEES: Please list the names and social security numbers of all current employees including apprentices and trainees who will be employed on the project. Attach additional sheets as needed.

NAME OF EMPLOYEE	SOCIAL SECURITY NUMBER or EMPLOYEE IDENTIFICATION NUMBER

COST / PRICE DISCLOSURE CERTIFICATION

RFP Number:_____Closing Date: _____

Caption: _____Total Proposed Amount: _____

The undersigned _____
_____
(please print name and title of offeror' s authorized signatory) hereby certifies that, to the best of my knowledge, the cost and pricing data (i.e. at the time of price agreement this certification represents all material facts which prudent buyers and sellers would reasonably expect to affect price negotiations in any significant manner) submitted is accurate, complete, and current as of _____ (date of RFP closing or conclusion of negotiations as appropriate) . The undersigned further agrees that it is under a continuing duty to update cost or pricing data through the date that negotiations, if any, with the District are completed. The undersigned further agrees that the price, including profit or fee, will be adjusted to exclude any significant price increases occurring because the cost or pricing data was inaccurate, incomplete or not current. (See D.C. Procurement Regulations, 27 DCMR, Chapter 16, §1624 and §1626, Chapter 24, §2405 and Chapter 33; and Section 31 of the Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated November, 2002, as amended).

Signed: _____ Date:_____

Title: _____

Company: _____

Address: _____

_____

DUNS #:_____

Phone: _____

Fax: _____

COST/PRICE DATA REQUIREMENTS

1. GENERAL INFORMATION:

1.1 Offerors submitting cost/price proposals, in response to a District Request For Proposal (RFP), sole source procurement, change order, or contract modification exceeding $500,000 in total value, must include a complete cost and pricing data breakdown (i.e., data that is verifiable and factual) for all costs identified in the proposal, and relevant to the performance of the contract. The requirement for submission of cost or pricing data is met when all accurate cost or pricing data reasonably available to the Offeror has been submitted, either actually, or by specific identification, to the District. If not available at the time of submission, as later information comes into the Offeror's possession, it should be promptly submitted to the District in a manner that clearly demonstrates its relationship to, and effect on, the Offeror's cost/price proposal. This requirement continues up to the date of final agreement on price and/or other issues, as agreed upon between the parties.

1.2 There is a clear distinction between submitting cost or pricing data and merely making available books, records and other documents without identification or context. By submitting a cost/price proposal, the Offeror, if selected for negotiation, grants the Contracting Officer, or an authorized representative, the right to examine, at any time before award, those books, records, documents, and other types of factual information, regardless of form or whether such supporting information is specifically referenced or included in the proposal as a basis for pricing, that will permit an adequate evaluation of the proposed cost/price.

1.3 The cost/price proposal will represent the offeror's understanding of the RFP's requirements and the offeror's ability to organize and perform those requirements effectively and efficiently. The evaluation of the Offeror's cost/price proposal will be based on an analysis of the realism and completeness of the cost data, the conformity of the cost to the offeror's technical data and the proposed allocation of labor-hours and skill sets. Pertinent cost information, including but not limited to Defense Contract Auditing Agency (DCAA) and/or the Department of Labor (DOL) recommended rates for direct labor, overhead, general and administrative expense (G&A), etc., as necessary and appropriate, must be used to arrive at the most probable cost to be incurred by the Offeror. If the District considers the proposed costs to be unrealistic, the Offeror should adjust its proposed costs accordingly. Any inconsistency, whether real or apparent, between promised performance and cost or price should be explained in the cost/price proposal. The burden of proof for cost credibility rests with the Offeror.

1.4 The Offeror must submit its cost/price proposal in hard copy as well as on a diskette, which is in a format (i.e. MS Office, Lotus 1-2-3, etc.) specified and/or provided by the Agency Contracting Officer in the solicitation package. All cost/price proposals should provide a cost summary by all cost elements, cross-referenced to supporting documentation. See Table No. (1.4).

1.5 The following information shall be included in this section, for the prime contractor and each proposed subcontractor:

(a) A properly completed "Cost/Price Disclosure Certification.'

(a) Identification of any estimates, along with the rationale and methodology used to develop them, including judgmental factors used in projecting future costs, based on known data, and the timing, nature and extent of any material contingencies.

(c) Disclosure of any other activities or likely events which could materially impact specific costs (i.e., existing large material and supply inventories, management/ownership changes, new technologies, collective bargaining agreements, etc.)

(d) Disclosure of any and all awarded and pending contracts with the District of Columbia, including contract number(s), amount, type (fixed price, cost reimbursement, etc.), agency, and a brief description of services.

(e) Source of approval and the latest date of approval of the offeror's Accounting system.

Table (1.4)

Example Cost Summary Format

Cost Item	Task 1			Task 2			Task 3			Task 4, etc.			Base Year Total
Direct Labor Categories • Employee A • Employee B • Employee C Total Labor Hours	R	H	D	R	H	D	R	H	D	R	H	D	
Total Labor Dollars													
Fringe Benefit													
Labor Overhead *													
Total Direct Labor													
Other Direct Costs • Equip. & Supplies • Materials • Travel • Other													
Subcontractors • Sub A • Sub B													
ODC Overhead *													
Total ODC & Subcontractors													
G&A													
Fee/Profit													
Total Price													

H = Hours R = Rate D = Dollars (Rate X Hours = Dollars)

Note:Provide cost information similar to the above format for each option/out-year

** Note: Small, field-based trade providers typically have a labor or combined overhead cost components. Larger, more diversified providers may have separate labor, and/or ODC or combined overhead component.*

2. SUPPORTING COST DATA:

2.1 The Offeror shall provide, for each cost element, a narrative description, in sufficient detail, to demonstrate price reasonableness, credibility and reliability. The Offeror shall provide its assumptions and methodologies used to estimate each cost element (significant item and quantity estimates, labor hour expenditure patterns and mix, etc.). The following information shall be included in this section:

2.1.1. The Offeror's total estimated costs plus its fee (if applicable) for providing all of the requirements of the RFP, as proposed in their technical proposal. Offerors should support their best estimates of all costs (direct, indirect, profit, etc.) to be incurred in the performance of the contract.

2.1.2. When proposing multiyear/option year pricing, the estimated proposed costs shall include a breakdown of all cost elements for the base year as well as each option/out-year. Labor, other direct costs, indirect costs and profit shall each be clearly identifiable. If different from the Defense Contract Auditing Agency (DCAA) or Department Of Labor (DOL) recommended rates, the Offeror shall provide a thorough explanation for the variation(s) of rates.

2.1.3. The Cost Summary Format (Table1.4) provides a format for the Offeror to submit to the District a pricing proposal of estimated cost by line item, along with supporting documentation that is adequately cross-referenced and suitable for cost realism analysis. A cost-element breakdown shall be attached for each proposed line item and must reflect any other specific requirements established by the Contracting Officer. When more than one contract line item is proposed, a summary of the total amount covering all line items must be furnished for each cost element.

2.1.4. If the Offeror has an agreement with a federal, state, or municipal government agency on the use of a Forward Pricing Rates Agreement (FPRA) or other rate agreement for labor, fringe benefits, overhead and/or general and administrative expense, the Offeror must identify the agreement, provide a copy and describe its nature, terms and duration.

3. SPECIFIC COST ELEMENTS:

A well-supported cost/price proposal reduces the effort needed for review and facilitates informed negotiations. The following are the minimum criteria that constitute an acceptable cost/price proposal:

3.1 **Direct labor:** A task-phased annual breakdown of labor rates and labor hours by category or skill level, including the basis for the rates and hours estimated (i.e., payroll registers, wage determinations, collective bargaining agreements, historical experience, engineering estimates, etc.).

3.1.1 The Offeror shall use the following Table No. (3.1.1) to exhibit its total labor hours by prime contractor and subcontractor(s). A separate table should be completed for each year (base and out-years).

Table (3.1.1)

Annual Labor Summary

Item	Task 1	Task 2	Task 3	Task 4	Base Year Total
Labor Category, Prime • Employee A • Employee B • Employee C Labor Category, Sub. • Employee D • Employee E • Employee F Labor Category, Consultant • Employee G • Employee H					
Total Labor Hours by Task					

Note: Do not include wage rates in this table

3.1.2 A standard of 40 hours/week, 1,920 hours/year is recommended. If another standard is used, it should be precisely defined. Any deviation from the above labor-hour projection without substantiation may form the basis to reject the response to the RFP. The proposed labor-hours shall include prime contractor, subcontractor and consultant hours.

3.1.3 The Offeror shall also submit Table No. (3.1.4.b), depicting the labor mix percentages as proposed for the base year as well as the out-years and should match the personnel experience requirements specified in the RFP, Section **(to be referenced by the Contract Specialist),** under Personnel Experience. All of the RFP Key positions must be included within the Senior Staff categories. To provide a better understanding of this format, Table No. (3.1.4.a) is provided as an example.

3.1.4 The Offeror shall describe how the hourly direct labor rate was derived and indicate whether these rates are subject to any collective bargaining agreement(s), the Service Contract Act (SCA), Davis-Bacon, or any other special agreement which controls the labor rate indicated. When proposing price escalation for option/out-years, the Offerors must follow instructions provided under Economic Price Adjustments, Section H, of this RFP.

Table (3.1.4.a)

Summary of Proposed Annual labor Mix Category (with examples)

NAME (Note1)	LABOR MIX (Note 2)	OFFEROR'S LABOR CATEGORY (Note 3)	PERCENT OF TIME ON CONTRACT (Note 4)	PLANNED SOW ASSIGNMENT (Note 5)	STATUS (Note 6)
Able, Jackson	Sr. Staff Level 1	Program Director	PT/10%	N/A	PCE/E
Black, William E.	Sr. Staff Level 1	Psychiatrist	PT/20%	C.3	PCE/E
White, Pamela A.	Sr. Staff Level 2	Clinic Manager	PT/50%	C.4.1	PCE/P
Green, Robert T	Sr. Staff Level 3	Counseling Supvs.	PT/50%	C.4.2	PCE/P
Ross, Allen	Jr. Staff Level 1	Counselor	FT/100%	C.4.3	PCE/E

Note 1: Last name, first name, middle initial, grouped by task as specified in SOW. Attach resume for each name on list. The names on this list and the resumes are to be in the same order.

Note 2: Staff levels in each Labor Mix should be classified by the level of expertise and years of experience.

Note 3: Offerors internal labor category.

Note 4: State whether the individual is employed full time (FT) or part time (PT) and the planned percentage of the named person's production time that is to be applied as a direct charge to the contract.

Note 5: Identify by SOW paragraph(s) and task number, the major tasks to which the individual is expected to be assigned.

Note 6: Enter PCE if individual is to be a prime contractor employee; enter SCE if the individual is to be a subcontractor employee; enter CON if individual is to be a consultant. Enter E if employee as of the date of this proposal; enter P if the individual is a pending employee as of date of the proposal. Signed Commitment Agreements are required for all individuals with P status. A copy of each agreement is to be inserted behind the resume section in the technical proposal.

Table (3.1.4.b)

Summary of Proposed Annual labor Mix Category

NAME (Note1)	LABOR MIX (Note 2)	OFFEROR' S LABOR CATEGORY (Note 3)	PERCENT OF TIME ON CONTRACT (Note 4)	PLANNED SOW ASSIGNMENT (Note 5)	STATUS (Note 6)
Labor Category, Prime • Employee A • Employee B • Employee C • Employee D Labor Category, Sub. • Employee E • Employee F • Employee G Labor Category, Consultant • Employee H Employee I					

Last name, first name, middle initial, grouped by task as specified in SOW. Attach resume for each name on list. The names on this list and the resumes are to be in the same order.

Note 2: Staff levels in each Labor Mix should be classified by the level of expertise and years of experience.

Note 3: Offerors internal labor category.

Note 4: State whether the individual is employed full time (FT) or part time (PT) and the planned percentage of the named person's production time that is to be applied as a direct charge to the contract.

Note 5: Identify by SOW paragraph(s) and task number, the major tasks to which the individual is expected to be assigned.

Note 6: Enter PCE if individual is to be a prime contractor employee; enter SCE if the individual is to be a subcontractor employee; enter CON if individual is to be a consultant. Enter E if employee as of the date of this proposal; enter P if the individual is a pending employee as of date of the proposal. Signed Commitment Agreements are required for all individuals with P status. A copy of each agreement is to be inserted behind the resume section in the technical proposal.

3.2 **Indirect Costs:** The Offeror shall indicate it's proposed Fringe, Overhead and General & Administrative rates for each applicable fiscal or calendar year (as appropriate). The Offeror shall indicate if these rates are subject to a Forward Pricing Rate Agreement. If the proposed Indirect Rates differ from the Forward Pricing Rate Agreement, the Offeror shall provide an explanation. The Offeror shall provide its actual indirect rates for overhead, G&A and fringe benefits for at least the past three (3) years and shall explain the basis for any significant rate difference between the prior three year period and the rates proposed now.

3.3 **Other Direct Costs:** Other Direct Costs consists of materials, travel, reproduction, postage, telephone, supplies for the prime and all subcontracted effort. This includes all other direct costs associated with performance of the contract. Travel costs shall be in accordance with GSA Joint Travel Regulations for airfare, hotel, and per diem allowances. All other direct costs should be specifically identified and explained. If an allocated portion of a Direct cost is also included in an Offeror's indirect rate (such as General and Administrative), the Offeror should state so and list the types of expenses included in the indirect rate.

3.3.1 The Offeror should identify types, quantities, and costs of all materials and supplies proposed including a non-loaded priced listing of individual materials or supplies ordered, or a consolidated and priced bill of materials for the entire proposal. A thoroughly documented bill of materials includes part numbers, description, unit costs, quantity required, extended cost (including delivery charges) and basis for the proposed cost (price quotation, prior buy, signed purchase orders, etc.) plus any other non-recurring costs. Deliverable materials are items delivered as a part of the work product. Examples of this are copies and binders delivered to the Government as a report or software ordered for and installed on a computer in a District Government office.

3.3.2 The Offeror shall use the following Table (3.3.2) to exhibit its total other direct costs (ODC) by prime and subcontractor(s). A separate table should be completed for each year (base and out-years).

Table (3.3.2)

Other Direct Costs (ODC) Summary

Item	Task 1	Task 2	Task 3	Task 4	Base Year Total
Supplies and Materials Office Equipment Travel • Airfare • Hotel • Meals & Incidentals • Ground Transportation Telecommunications Occupancy • Rent • Utilities • Building Maintenance Transportation Client Care Cost • Food • Medical • Clothing • Personal Hygiene Other					
Total ODC by Task					

Note: *State each individual cost element being proposed. Describe in the narrative section of the cost proposal, how each cost element is derived and why it is being proposed. (Not all cost elements in the table above will apply to each solicitation. The above table should be tailored to the requirements of the RFP.)*

3.4 **Subcontracting Costs:** Each subcontract must be addressed separately. For any subcontract exceeding $25,000 the cost/price proposal must show the names, quantities, prices, deliverables, basis for selection, and degree of competition used in the selection process. The subcontractor's cost or pricing data should be included along with the prime Offeror's proposal. If available, the Offeror should also include the results of its review and evaluation of the subcontract proposals. The Offeror shall provide copies of any cost or price analyses of the subcontractor costs proposed.

3.5 **Start-up Costs:** As appropriate, the Offeror shall identify all start up costs associated with this effort.

3.6 **Other Historical Data:** All offerors with current or past experience (within three to five years) for similar requirements, as described herein, must submit, as a part of their cost data, the following:

(a) Contract Number.

(b) Government agency (federal, state, District, municipal) the contract was awarded by.

(c) Name and phone number of the Contracting Officer.

(d) Name and phone number of the Contract Administrator.

(e) Name and phone number of the Contracting Officer' s Representative (if applicable) and the Contract Administrator.

(f) Period of Performance of the Contract.

(g) Total amount of contract(s)

In addition to the above data, the following table (No. 3.6) will be completed and submitted with the cost data:

Table (3.6)

Format for Historical Data

	Proposed Contract			**Delivered Contract ***		
	Number Of Hours**	Contract Value	Average Hr Rate	Number Of Hours**	Contract Value	Average Hr Rate
Direct Labor						
Loaded Labor***						

* Should include any increased scope officially added to contract.
** If provided different number of hours, the difference should be explained.
*** Loaded labor should include all loading and profit. If significant material (i.e., greater than 5%) is included in the contract, data shall be presented both with and without material cost.

In addition, any other data the offeror believes is necessary should be provided in this section.

Note: For data submitted in the above table for "delivered Contract", the Offeror shall indicate the date as of which, the submitted data is current.

SOLICITATION: DCFL-2005-R-0002

ATTACHMENT J.8 - PAST PERFORMANCE EVALUATION FORM

(Check appropriate box)

Performance Elements	**RATING** (See Rating Guidelines on Page 2)					
	5 – Excellent	**4** – Good	**3** – Acceptable	**2** – Minimally Acceptable	**1** – Poor	**0** – Unacceptable
Quality of Services/Work						
Timeliness of Performance						
Cost Control						
Business Relations						
Customer Satisfaction						

1. Name of Contractor being Evaluated: _____

2. Name & Title of Evaluator:_____

3. Signature of Evaluator:_____

4. Name of Evaluator' s Organization:_____

5. Telephone Number of Evaluator:_____

6. Type of service received: _____

7. Contract Number, Amount and period of Performance _____

8. Remarks on Excellent Performance: Provide data supporting this observation. Continue on separate sheet if needed)

   _____

   _____

9. Remarks on unacceptable performance: Provide data supporting this observation. (Continue on separate sheet if needed)

   _____

   _____

RATING GUIDELINES

Summarize Contractor performance in each of the rating areas. Assign each area a rating of 0 (Unacceptable), 1 (Poor), 2 (Acceptable), 3 (Good), 4(Excellent), or ++ (Plus). Use the following instructions a guidance in making these evaluations.

	Quality Product/Service	**Cost Control**	**Timeless of Performance**	**Business Relations**
	-Compliance with contract requirements -Accuracy of reports -Appropriateness of personnel -Technical excellence	-Within budget (over/ under target costs) -Current, accurate, and complete billings -Relationship of negated costs to actual -Cost efficiencies -Change order issue	-Meet Interim milestones -Reliable -Responsive to technical directions -Completed on time, including wrap-up and -contract administration -No liquidated damages assessed	-Effective management -Businesslike correspondence -Responsive to contract requirements -Prompt notification of contract problems -Reasonable/cooperative -Flexible -Pro-active -effective contractor recommended solutions -Effective snail/small disadvantaged business Subcontrac ting program
0. Unacceptable	Nonconformances are comprises the achievement of contract requirements, despite use of Agency resources	Cost issues are comprising performance of contract requirements.	Delays are comprising the achievement of contract requirements, Despite use of Agency resources.	Response to inquiries, technical/ service/administrative is sues is not effective and responsive.
1, Poor	Nonconformances require major Agency resources to ensure achievement of contract requirements.	Cost issues require major Agency resources to ensure achievement of contract requirements.	Delays require major Agency resources to ensure achievement of contract requirements.	response to inquiries, technical/ service/administrative issues is marginally effective and responsive.
2. Minimally Acceptable	Nonconformances require minor Agency resources to ensure achievement of contract requirements.	Costs issues require minor Agency resources to ensure achievement of contract requirements.	Delays require minor Agency resourc es to ensure achievement of contract requirements.	Responses to inquiries, technical/ service/administrative issues is somewhat effective and responsive.
3. Acceptable	Nonconformances do not impact achievement of contract requirements.	Cost issues do not impact achievement of contract requirements.	Delays do not impact achievement of contract requirements.	Responses to inquires, technical/ service/administrative issues is usually effective and responsive.
4. Good	There are no quality problems.	There are no cost issues.	There are not delays.	Responses to inquiries, technical/ service/administrative issues is effective and responsive,
5. Excellent	The contractor has demonstrated an exceptional performance level in some or all of the above categories.			

DISTRICT OF COLUMBIA
DEPARTMENT OF CORRECTIONS

PROGRAM MANUAL

Institution: Central Detention Facility
Number: 2920.4
Date: March 12, 2002
Subject: Environmental Safety and Sanitation

1. **PURPOSE AND SCOPE.** This Environmental Safety and Sanitation (ESS) Manual provides requirements for daily housekeeping and regular maintenance of all areas of the Central Detention Facility (CDF), assigning specific duties and responsibilities to staff and inmates.

2. **POLICY.** It is the policy of the DC Department of Corrections (DCDC) to ensure that the CDF is clean, sanitary and environmentally safe, and that its facilities and equipment are maintained in good working order, consistent with all applicable codes, standards and sound detention practices.

3. **PROGRAM OBJECTIVES.** The expected results of this program are that:

   a. The CDF shall be maintained in a clean orderly condition and in good repair.

   b. The CDF's sanitation and hygiene program shall comply with applicable regulations and standards of good practice to protect the health and safety of inmates and staff.

   c. There shall be ongoing daily, monthly and annual inspections of the CDF by both in-house and external safety, health and sanitation specialists to identify deficiencies and ensure that they are abated in accordance with the Environmental Safety and Sanitation Manual.

   d. Staff and inmates shall be provided specific training and guidelines for maintaining safe and sanitary conditions within the facility.

   e. Vermin shall be controlled.

4. **DIRECTIVES REFERENCED**

   a. PS 1311.3 Management Controls – OICCA Audits (3/9/01)

   b. PS 1311.5 Management Controls – Internal Reviews (1/15/01)

   c. PS 2000.2 Retention and Disposal of DCDC Records (4/4/01)

d. PS 2920.1B Fire Safety (3/9/01)

e. PS 2920.3 Hazardous Waste Management (3/8/93)

f. PS 7500.2 DCF Facilities Maintenance (2/20/02)

g. DO 4210.2A Non-Industrial Pay System (5/18/81)

h. PS 4740.1C Culinary Workers Examination and Daily Workers Inspection (1/12/01)

5. AUTHORITY

D.C. Code § 24-442

6. STANDARDS AND REGULATIONS REFERENCED

a. American Correctional Association (ACA) 3rd Edition Standards for Adult Local Detention Facilities:

3-ALDF-1A-17, 3-ALDF-1D-01, 3-ALDF-1D-02, 3-ALDF-1D-06, 3-ALDF-1D-07, 3-ALDF-3B-01, 3-ALDF-3B-02, 3-ALDF-3B-05, 3-ALDF-4C-09, 3-ALDF-4C-10, 3-ALDF-4C-13, 3-ALDF-4D-01, 3-ALDF-4D-02, 3-ALDF-4D-03, 3-ALDF-4D-04, 3-ALDF-4D-05, 3-ALDF-4D-06, 3-ALDF-4D-07, 3-ALDF-4D-08, 3-ALDF-4D-09, 3-ALDF-4D-11, 3-ALDF-4D-12, 3-ALDF-5A-07, 3-ALDF-5A-08, 3-ALDF-5A-13.

b. D.C. Detention Facility/Adjustment Board Procedures, Service Order 53001.B, August 15, 1974

c. District Personnel Manual, Chapter 16

Odie Washington
Director

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CHAPTER 1

OVERVIEW
ENVIRONMENTAL SAFETY AND SANITATION PROGRAM

ACA Standard: 3-ALDF-4D-05 Housekeeping

A written housekeeping plan for all areas of the facility's physical plant provides for daily housekeeping and regular maintenance by assigning specific duties and responsibilities to staff and inmates.

Comment:
Effective housekeeping requires the development of a definite cleaning schedule with personnel and inmates assigned specific duties. Cleaning activities should be supervised at all times to ensure that the work performed is proper and thorough.

The environmental safety and sanitation program is a comprehensive management plan that details requirements and procedures to comply with ACA standards, local municipal regulations and sound correctional practices for environmental safety and sanitation throughout the facility. A clean, safe and sanitary working and living environment requires that general sanitation standards are maintained as follows:

1. Facility floors shall be kept clean, dry and free of hazardous substances.

2. All floors, walls, ceilings, light fixtures, equipment and interior and exterior spaces shall be kept clean and in good repair.

3. All floors shall be polished with special attention given to crevices and corners.

4. Sinks and toilets shall be kept clean and sanitary.

5. Furniture, shelves and countertops shall be kept clean and free of dust.

6. Windows and mirrors shall be kept clean.

7. Mops and cleaning rags shall be laundered.

8. Windowsills, ledges, doorframes and tracks shall be kept clean and free of dust and debris.

9. Trash shall be removed promptly and placed in the designated disposal containers and/or areas.

10. Liquid waste shall be disposed of through the waste water system.

11. Especially high sanitation standards shall be maintained in all areas where food is

prepared and served, and medical services are administered.

12. There shall be adequate instruction, supplies, equipment and facilities (e.g., sinks, floor drains and storage areas).

13. Housekeeping materials, including detergents and other cleaning agents, shall be properly labeled and stored, and shall be made available at specified intervals, not less than weekly, for inmates to clean their cells.

14. All caustic, toxic and flammable materials shall be stored in secure areas that are not accessible to inmates, and a prescribed system shall be used to account for their distribution. Inmates shall not possess such items unless under the close supervision of qualified staff. Flammable or combustible liquids and toxic, caustic and poisonous substances shall be disposed of in accordance with the Material Safety Data Sheet (MSDS) for each substance and PS 2920.3, Hazardous Waste Management (3/8/93).

15. A vermin control program shall be maintained to eliminate vermin and prevent future infestation.

16. Walks and exterior areas shall be kept free of debris, ice and snow. Exterior areas, particularly walkways, shall be surfaced with concrete, asphalt, gravel or similar material to facilitate maintenance and cleanliness, and to minimize dust.

17. All environmental safety and sanitation inspections shall be conducted in accordance with ACA Standards for Adult Local Detention Facilities (ALDF) 3rd Edition to include ACA ALDF Supplement. Inspections shall be conducted under the authorization of the Deputy Director for Operations. A member from the Office of Environmental Safety and Sanitation, along with a team of qualified support staff, shall conduct environmental surveys and outline corrective measures. Qualified support staff are those who have received training in and are familiar with the environmental safety and sanitation requirements of the jurisdiction. At a minimum, the Office of Environmental Safety and Sanitation shall provide support staff with on-the-job training in prevention, identification, basic correction, reporting and documentation of deficiencies.

18. All inspectors (i.e., the unit OIC, the Wing Sergeant, the Environmental Safety and Sanitation staff, etc.) shall furnish the Deputy Director for Operations and the Environmental Safety and Sanitation Manager with written reports, including specific deficiencies noted during the inspection and the required corrective action(s).

19. The Environmental Safety and Sanitation Manager shall manage the facility's environmental safety and sanitation program, in accordance with this Manual, ACA Standards and local regulations, ensuring that inspections are conducted and that deficiencies are abated within the required time frame.

20. The Fire Protection Specialist shall manage the facility's fire safety program in accordance with ACA Standards and PS 2920.1B, Fire Safety (3/9/01), ensuring that inspections are conducted and that deficiencies are abated within the required time frame.

21. Annual inspections shall be conducted by agencies with similar responsibilities to the public. The inspectors shall be given unfettered access to pertinent areas of the institution, and reports and recommendations shall be issued to the Deputy Director for Operations and responsible agency executives.

CHAPTER 2

DEFINITIONS

7. DEFINITIONS. For the purpose of this Program Manual, the following definitions shall apply:

a. **Audits** – Thorough examinations by organizationally independent, trained DCDC reviewers, who are specialists in the program areas being reviewed. Audits also may be conducted by other agencies, external to the DCDC.

b. **Preventive Maintenance** – A maintenance system designed to enhance the longevity and/or usefulness of buildings and equipment in accordance with a planned service/overhaul schedule.

c. **Inoperable/Irreparable Cell** – A cell that is deemed uninhabitable by the Facilities Management General Foreman because it cannot be repaired within the time frame mandated in this directive.

d. **Risk Assessment** – The process by which the Environmental Safety and Sanitation Manager and supervisors regularly assess program performance; determine the degree of risk; test the adequacy of internal controls; and adjust operations to conform to requirements and achieve desired results.

e. **Risk Assessment and Control Committee** –The Committee that meets to discuss ways to reduce the frequency, severity and probability of environmental safety and sanitation problems.

f. **Internal Reviews** – A self-evaluation process that enables managers to gauge the strengths and weaknesses of a program and provides direction for corrective action. The Office of Internal Controls, Compliance and Accreditation (OICCA) shall conduct an audit of each department or program at the Jail (e.g., case management, food services, environmental safety and sanitation), at least annually, to determine its strengths or weaknesses.

g. **Qualified Individual** – A person whose training, education and/or experience specifically qualifies him or her to do the job. The qualified individual performing inspections must (1) be familiar with the applicable codes and regulations and their requirements; (2) be able to use the appropriate instruments for measuring and documenting code compliance; (3) be able to complete checklists and prepare the necessary reports; and (4) have the authority to make corrections when deficiencies are found.

CHAPTER 3

RESPONSIBILITIES

This Chapter describes general responsibilities of individuals involved in the environmental safety and sanitation program. Further instruction and specifics are contained in this Manual and in staff post orders. Generally, all DCDC employees are responsible for ensuring that all areas of the facility are clean, safe and in full compliance with the Environmental Safety and Sanitation Manual and other related directives. Managers and supervisors are responsible for ensuring that staff are trained in the components of this Manual. Responsible department heads and members of the facility Risk Assessment and Control Committee shall accompany Environmental Safety and Sanitation staff during the monthly inspection of areas for which they are responsible. The following is a more detailed outline of specific responsibilities.

1. The **Deputy Director for Operations** is responsible for the implementation of the environmental safety and sanitation program. The Deputy Director for Operations shall ensure that the Deputy Warden for Operations and the Environmental Safety and Sanitation Manager, as well as all other managers and staff take all necessary and appropriate actions to identify and correct all sanitation, health and safety violations. The Deputy Director for Operations shall ensure that there is documentation to substantiate that ongoing procedures are in place to prevent, identify and abate deficiencies.

2. The **Deputy Warden for Operations** shall ensure that all uniformed staff perform their responsibilities related to environmental safety and sanitation.

3. The **Environmental Safety and Sanitation Manager** shall ensure the facility's compliance with acceptable health and sanitation standards, and provide advice and assistance in rectifying any noncompliance. The Environmental Safety and Sanitation Manager shall supervise environmental safety and pest control personnel to include uniformed staff who perform environmental safety activities within the facility. In addition, the Environmental Safety and Sanitation Manager shall:

    a. Conduct monthly inspections of sanitation levels throughout the facility and cite deficiencies.

    b. Ensure general monitoring is maintained over the food service contractual operation

    c. Monitor compliance with the preventive maintenance, work order request and maintenance repair programs.

d. Upon notice that corrective action has been taken, re-inspect selected areas to ensure the repair and/or abatement is adequate and consistent with the repair report.

e. Provide sanitation and safety technical support to all staff and managers in accordance with this directive, and ensure staff and inmates receive appropriate orientation and refresher training in the performance of their duties relating to sanitation and environmental safety.

4. The **Facility Maintenance Manager** shall oversee the Facilities Management program and shall be responsible for the repair and upkeep of the physical plant, all facilities and equipment, and the coordination and supervision of civilian and inmate laborers and assignments, in accordance with PS 7500.2, CDF Facilities Management Manual (2/20/02). The Chief Engineer shall also ensure that the preventive maintenance program is followed and work-tracking documents are maintained.

5. The **Fire Protection Specialist** shall conduct monthly inspections of the facility's compliance with fire safety standards. The Fire Protection Specialist shall be a staff member trained in the application of jurisdictional codes and regulations for fire prevention and safety. Periodically, and as needed, the Fire Protection Specialist shall receive assistance from independent authorities, e.g., Department of Health/DC Regulatory Affairs (DOH/DCRA) and the DC Fire Department (DCFD) or a central office specialist. This assistance may include participation in periodic inspections.

6. The **Pest Control Operator** shall be licensed in pest control and shall ensure that an established vermin control schedule is followed and documentation is maintained.

7. **Uniformed Staff**

a. The **Environmental Lieutenant** shall manage and/or supervise environmental officers and the inmate environmental work details and arrange schedules and other logistics for the institution's major cleaning projects.

b. **Environmental Officers** shall supervise the two environmental cleaning squads, composed of five inmates each, who are responsible for keeping the facility clean, with the exception of general cleaning in housing units.

c. **Zone Lieutenants** shall manage day-to-day operations within the CDF's four (4) zones. They shall randomly monitor Wing Sergeant and Unit

Officer inspections and may serve as members of the Risk Assessment and Control Committee.

d. Each **Wing Sergeant** shall manage and supervise the day-to-day operations of three cellblocks. Wing Sergeants shall be assigned on each shift. They shall randomly inspect cells and common areas to ensure that Unit Officers conduct inspections in accordance with this directive. The Wing Sergeants shall provide technical assistance when needed and monitor and coordinate work repair requests and the temporary shutdown of inoperable cells.

e. **Unit Officers-in-Charge (OIC) and Cellblock Officers** shall conduct inspections to ensure cellblocks are clean, safe and are in full compliance with the Environmental Safety and Sanitation Manual; monitor and supervise inmates and their use of cleaning supplies and equipment; and ensure cleaning supplies and equipment are maintained in a locked, secure area. The Unit OIC shall supervise the housing unit detail squad.

8. The **Housing Unit Detail Squads** are inmates responsible for cleaning the common areas of the housing unit to which they are assigned, as well as any vacant cell before it is assigned to an inmate.

9. Each **Inmate** shall be responsible for the cleanliness of his/her cell or living area, including walls, floors, sink, toilet, windows and other property within the cell, room or living area.

10. The **Risk Assessment and Control Committee**, chaired by the Risk Assessment and Control Manager shall meet monthly to resolve issues including environmental safety and sanitation conditions and facilities maintenance. These issues may include deficiencies that were cited but not abated within the designated time frame or that require additional action as well as deficiencies that require resolution beyond the Committee's control. The Committee may be composed of the Environmental Safety and Sanitation Manager, the Fire Safety Protection Specialist, Facilities Management Managers and a Union representative. Deputy Wardens, the Chief Engineer, Program Managers and Office Chiefs, Zone Lieutenants and the Environmental Lieutenant may be called upon when needed.

11. The **Office of Internal Controls, Compliance and Accreditation (OICCA)** shall conduct an annual inspection of the facility to determine compliance with the environmental safety and sanitation program outlined in this manual.

CHAPTER 4

TRAINING

ACA Standard: 3-ALDF-1D-01 Training and Staff Development

Written policy, procedure and practice provide that the facility's employee staff development and training programs are planned, coordinated, and supervised by a qualified employee. The training plan is reviewed annually.

Comment: The training plan should include all pre-service, in-service, and specialized training curriculums, with specific timelines for completing each training unit. The plan should consider the facility's mission, physical characteristics, and specific inmate populations.

ACA Standard: 3-ALDF-1D-02 Training

The facility's training plan provides for ongoing formal evaluation of all pre-service, in-service, and specialized training programs. A written report is prepared annually.

Comment: Ongoing evaluation should include appraisals from trainees, supervisors, and inmates.

ACA Standard: 3-ALDF-1D-06 Training Plan

The training plan is developed, evaluated, and updated based on an annual assessment that identifies current job-related training needs.

Comment: Training should be responsive to position requirements, professional development needs, current correctional issues, and new theories, techniques, and technologies. The annual needs assessment may require information from many sources: observation and analysis of job components; staff surveys regarding training needs; reviews of agency/facility operations; staff reports; and evaluations and findings from sources within and outside the jurisdiction.

ACA Standard: 3-ALDF-1D-07 Training Plan

The facility's training plan is developed by an advisory training committee composed of the facility's training coordinator and representatives from other facility departments. The committee meets at least quarterly to review progress and resolve problems, and a written record of these meetings is forwarded to the warden/superintendent.

Comment: None

ACA Standard: 3-ALDF-4C-10 Health and Safety Regulations

Written policy, procedure, and practice provide that all staff and other persons are trained in the use of the equipment safety procedures to be followed in the food service department.

Comment: None.

All staff and inmates shall be provided a safe work area, appropriate work equipment and detailed instructions in work safety practices.

1. **Staff Training**

a. The Deputy Warden for Support Services, the Environmental Safety and Sanitation Manager and the Fire Protection Specialist, in conjunction with the Training Academy, shall develop the lesson plan to be used to implement this Manual and shall provide annual staff training. The trainer shall incorporate field exercises to familiarize the staff with policies and procedures for the environmental safety and sanitation program, housekeeping techniques, guidelines for control and use of cleaning chemicals, standards of cleanliness, cleaning infectious spills, and inspection, reporting and abatement procedures.

b. The Training Administrator shall approve each lesson plan prior to commencement of the training program.

c. Only staff who have been certified as Trainers shall conduct Training. However, subject matter experts, in conjunction with trainer may provide technical assistance during the training.

d. The Environmental Safety and Sanitation Manager and Fire Protection Specialist, in conjunction with the Deputy Warden for Operations and the Training Administrator, shall coordinate and monitor as well as present portions of the initial and annual refresher training for all facility staff assigned responsibilities in this Manual, or who supervise inmate workers or monitor sanitation inspections.

e. Specialized training shall be provided, for Environmental Safety and Sanitation staff who perform environmental safety and sanitation functions, in the following areas: lead and asbestos abatement; pesticides and vermin control.

f. **Training Objectives**

1) To ensure that correctional employees understand the purpose of the environmental safety and sanitation program and the importance of complying with it.

2) To ensure that correctional employees are trained in the implementation of the Environmental Safety and Sanitation Manual.

3) To ensure that correctional employees can identify the required level of cleanliness.

4) To ensure that correctional employees are knowledgeable of the

proper methods of monitoring the institution's environmental safety and sanitation program.

5) To ensure that there is an efficient mechanism in place to identify and report deficiencies.

6) To ensure that correctional employees are knowledgeable of proper methods of infection control in accordance with CDC recommendations.

7) To ensure that correctional employees supervise inmates' adherence to security requirements and safe use of equipment and materials.

2. **Inmate Training**

a. The Wing Sergeants shall coordinate training for all inmates assigned to housekeeping duties. Upon assignment to a job or detail, each inmate shall receive initial training in fire prevention and environmental safety and sanitation. Training shall include a review of general policies and procedures, demonstrated through practical field exercises.

b. **Training Objectives**

1) To ensure that inmates learn the importance of regular cleaning.

2) To ensure that inmates understand the required level of cleanliness.

3) To ensure proper use of supplies and equipment.

4) To ensure that inmates understand emergency procedures in case of workplace accidents with chemicals or equipment.

5) To ensure safe and proper cleaning of equipment.

6) To ensure that inmates know and follow proper methods of infection control in accordance with CDC recommendations.

CHAPTER 5

INSPECTIONS, REPORTING MAINTENANCE DEFICIENCIES AND QUALITY ASSURANCE

ACA Standard: 3-ALDF-4D-01 Sanitation Inspections

Written policy, procedure, and practice require the following inspections:

- weekly sanitation inspections of all facility areas by a qualified departmental staff member
- comprehensive and thorough monthly inspections by a safety/sanitation specialist
- at least annual inspections by federal, state, and/or local sanitation and health officials or other qualified person(s)

The facility complies with all applicable laws and regulations of the governing jurisdiction, and there is documentation by an independent, outside source that any past deficiencies noted in annual inspections have been corrected.

Comment: The safety/sanitation specialist responsible for conducting monthly inspections may be a facility staff member who is trained in the application of jurisdictional codes and regulations. Periodically and on an as-needed basis, this individual is provided assistance from specialists regarding safety and sanitation requirements and inspections. Training for this individual may be provided through the agency's central office specialist(s) or by other applicable agencies.

ACA Standard: 3-ALDF-1A-17 Monitoring and Assessment

Written policy, procedure and practice provide operations and programs that are monitored through inspections and reviews. This internal administrative audit should be separate from any external or continuous inspection conducted by other agencies.

Comment: Timely and periodic assessment can reveal how well a facility's operations and programs are complying with policy and procedure. This internal administrative audit should be separate from any external or continuous inspection conducted by other agencies.

ACA Standard: 3-ALDF-3B-01 Fire Safety

Written policy and procedure specify the facility's fire prevention regulations and practices to ensure the safety of staff, inmates, and visitors. These include, but are not limited to, the following:

- provision for an adequate fire protection service
- a system of fire inspection and testing of equipment at least quarterly
- an annual inspection by local or state fire officials or other qualified person(s)
- availability of fire hoses or extinguishers at appropriate locations throughout the facility

Comment: The facility should plan and execute all reasonable procedures for the prevention and prompt control of fire.

ACA Standard: 3-ALDF-3B-02 Fire Safety

Written policy, procedure, and practice provide for a comprehensive and thorough monthly inspection of the facility by a qualified fire and safety officer for compliance with safety and fire prevention standards. There is a weekly fire and safety inspection of the facility by a qualified departmental staff member. This policy and procedure is reviewed annually and updated as needed.

Comment: The "qualified departmental staff member" who conducts the weekly inspections may be a facility staff member who has received training in and is familiar with the safety and sanitation requirements of the jurisdiction. At a minimum, it is expected that the safety/sanitation specialist will provide on-the-job training regarding applicable regulations and inspections, including the use of checklists and the methods of documentation.

ACA Standard: 3-ALDF-4D-02 Water Supply

The facility's potable water source and supply, whether owned and operated by the public water department or the facility, is certified by an independent, outside source to be in compliance with jurisdictional laws and regulations.

Comment: None.

1. **Inspection of General Areas**

   a. **Program Managers, Office Chiefs and OICs** in general areas are responsible for ensuring that offices are kept clean and that malfunctioning equipment or safety hazards are corrected. General areas are non-housing areas, to include the Maintenance Shop, Supply Warehouse, Loading Dock, Canteen, Staff Entrance, Command Center, Male and Female Receiving & Discharge (R&D), Clothing Issue, Laundry, Recreation Yard, Administrative Suite, ADP, Records Office, Mail Room, Chapel, Law Library, Visiting Halls, Training Office, ODR, Staff Lounge, Pool Room, Major's Office, Religious and Volunteer Services, Case Management, Time & Attendance and the Medical Unit.

   b. The **Number Two Shift Zone Lieutenants** shall conduct weekly inspections of all general areas in their assigned Zone and report deficiencies. The majority of these areas are listed in subsection 1.a. This inspection may be conducted in conjunction with the responsible Program Manager or OIC (or designee) using the General Areas Inspection Sheet (Attachment A).

   c. The responsible Number Two Shift Zone Lieutenant shall immediately report Priority One maintenance problems to the facility General Foreman **via telephone (202) 673-8114**.

d. The Zone Lieutenant shall also record the deficiency, the time and to whom notification was made on the General Areas Inspection Sheet. The Zone Lieutenant shall immediately deliver the General Areas Inspection Sheet to the Command Center, making copies and placing them in the mailboxes for the maintenance General Foreman, the Environmental Safety and Sanitation Manager and the Deputy Warden for Operations.

e. The **Program Manager, Office Chief or OIC** shall contact the facility General Foreman or the Command Center again if the Priority One maintenance problem has not been corrected within two (2) hours. Priority Two maintenance problems shall be repaired within twenty-four (24) hours. If repairs are not made within the twenty-four (24) hours, the Program Manager, Office Chief or OIC shall contact the Zone Lieutenant and the Environmental Safety and Sanitation Manager for assistance.

2. **Entrance/Exit Cell Inspections**

a. The Unit OIC shall complete the Inmate Entrance/Exit Cell Inspection Form (Attachment B) when an inmate is assigned to a cell. This form, once signed by the inmate, shall certify the existing condition of the cell upon his/her admission. The Unit OIC shall explain to the inmate the costs for each type of damage and give the inmate a copy of the Entrance/Exit Cell Inspection Form, which includes a list of costs. This form shall be available to all housing unit staff and kept in a file in the control module.

b. The inmate Entrance/Exit Cell Inspection Form shall be used to monitor the condition of the cell while the inmate(s) is housed there and as a re-inspection tool when the inmate leaves the unit. No inmate shall be assigned to a cell before the OIC and the inmate inspect the cell, and no inmate shall be released from a cell without an exit inspection of the cell conducted by the OIC.

c. Each inmate shall be held accountable, both financially and/or through the disciplinary process, for any damage done to his/her cell. (See Attachment C, “Destruction of Government Property Reimbursement Form.”)

d. The inmate shall be given a copy of the reimbursement form as notification of the intent to debit his/her account.

e. The completed housing unit copy of the form shall be forwarded to the Institutional Litigation Coordinator

f. when the inmate is transferred from the unit and maintained in accordance with PS 2000.2 "Retention and Disposal of DCDC Records (4/6/01)"

3. **Unit Inspections**

a. **Duties of OIC** – The OIC of each cellblock shall conduct inspections using the attached Cellblock Inspection Sheet (Attachment D). The OIC shall verify that the unit is clean and in good repair, and/or cite deficiencies that require cleaning or repair. The inspection schedule is as follows:

1) Number One Shift – 12:00 a.m.

(a) Inspect all common areas
(b) Inspect all showers

2) Number Two Shift – 8:00 a.m.

(a) Inspect all common areas
(b) Inspect all showers
(c) Inspect cells 1 through 40

3) Number Three Shift – 4:00 p.m.

(a) Inspect all common areas
(b) Inspect all showers
(c) Inspect cells 41-80

b. **Duties of Wing Sergeant:**

1) The Wing Sergeant shall visit each assigned cellblock and obtain the Cellblock Inspection Sheet that the OIC completed. The Wing Sergeant shall randomly select 20% of the cells inspected by the OIC and check and compare their condition against the OIC's observations. The Wing Sergeant shall initial the Cellblock Inspection Sheet by the cells checked and indicate the time the unit was checked. The Wing Sergeant shall sign all five pages of the Cellblock Inspection Sheet.

2) If there are discrepancies between the findings of the OIC and those of the Wing Sergeant, the Wing Sergeant shall discuss and resolve them with the OIC. The Wing Sergeant shall note these issues on the Cellblock Inspection Sheet.

3) The Wing Sergeant on the Number One and Three shifts shall immediately deliver the Cellblock Inspection Sheets to the Command Center; making copies and placing them in the mailboxes of the General Foreman, the Environmental Safety and Sanitation Manager, the Deputy Warden for Operations and the appropriate Zone Lieutenant. The Cellblock Inspection Sheets for the Number One Shift shall be delivered no later than 3:00 a.m. Those for the Number Three Shift shall be delivered no later than 7:00 p.m.

4) The Wing Sergeant on the Number Two shift shall make copies of the Cellblock Inspection Sheets and shall deliver them to the General Foreman by 11:00 a.m. The Wing Sergeant shall place a copy in the Command Center mailboxes of the Deputy Warden for Operations and the appropriate Zone Lieutenant.

c. **Description of Daily Inspections**

1) Cellblocks

a) Common Areas – The common areas shall be inspected for cleanliness, plumbing problems, electrical problems and any other environmental safety and maintenance concerns. All deficiencies shall be noted on the Central Detention Facility Cellblock Inspection Sheet (Attachment D)

b) Shower Inspection – Each shower shall be inspected for cleanliness and tested to determine if it is operable and without leaks. All deficiencies shall be noted on the Central Detention Facility Cellblock Inspection Sheet (Attachment D).

c) Cell Inspection – The Unit Officer or OIC shall visually inspect each cell for neatness, cleanliness and shall ensure that the inmate(s) occupying each cell demonstrate(s) that the toilet, sink and lights are working. All deficiencies shall be noted on the Central Detention Facility Cellblock Inspection Sheet (Attachment D).

2) Other areas

a) The Zone Lieutenant shall monitor cellblock adherence to this directive and conduct daily inspections of general areas.

b) Culinary Inspections – The Environmental Safety and Sanitation Manager shall ensure that the Culinary is inspected daily for general compliance with safe food handling.

4. **Monthly Inspections**

a. The Environmental Safety and Sanitation Manager and members of the Family Risk Assessment and Control Committee shall inspect the facility monthly in accordance with PS 1311.5, Management Controls – Internal Reviews (1/15/01). The Central Detention Facility Inspection Sheet (Attachment D) and the Central Detention Facility Inspection Sheet General Areas Only (Attachment A) shall be used for this purpose.

b. The Fire Protection Specialist shall conduct monthly inspections to ensure that the facility is in compliance with applicable fire and safety codes. He/she shall identify any deficiencies on the Inspection Deficiency Abatement Form (DAF) (Attachment E) and submit them to the ESS Manager.

c. The Pest Control Officer shall conduct monthly inspections to ensure that vermin are controlled in areas of the facility.

d. The Environmental Safety and Sanitation staff and each Deputy Warden shall be assigned to a team, and each team shall be assigned to inspect at least one floor of the facility. Additional members of the team shall include a Captain, Facilities Management employee(s), a Lieutenant or Sergeant, the Fire Protections Specialist and program staff.

e. The Environmental Safety and Sanitation Manager and the Fire Protection Specialist shall respectfully distribute the Inspection Deficiency Abatement Forms (Attachment E) to the proper service areas for immediate abatement or corrective action within seven (7) days of the inspection.

f. The Office of Environmental Safety and Sanitation shall be responsible for re-inspecting each noted deficiency within 14 days of the original inspection.

g. Maintenance and sanitation deficiencies not corrected by the time of the re-inspection shall be reported immediately to the Deputy Director for Operations and the Deputy Warden for Operations. Deficiencies that are not corrected within fourteen (14) days or through a reasonably timed plan of action shall be submitted to the Risk Assessment and Control Committee for resolution.

h. The responsible Deputy Warden shall initiate disciplinary action when appropriate.

5. **Annual Inspections**

a. The Office of Internal Controls, Compliance and Accreditation shall conduct not less than annual audits for Environmental Safety and Sanitation compliance as outlined in PS 1311.3, Management Controls – OICCA Audits (3/9/01).

b. The Deputy Director for Operations shall schedule inspections by the DCDOH/DCRA, the DCFD and the DC Water and Sewer Authority (to conduct water samples) to be conducted at least annually.

6. **Penalties for Unsatisfactory Inspections**

a. **Employees**

1) When a housing unit is cited for deficiencies, responsible employees shall be given an opportunity to make corrections immediately.

2) Employees who are cited for repeated sanitation deficiencies shall be considered for retraining.

3) Continuous failure to correct deficiencies after retraining shall result in progressive discipline in accordance with the District Personnel Manual (DPM) Chapter 16.

b. **Inmates**

1) Inmate Squads - NIPS inmates assigned to housing units that are cited for deficiencies shall be given an opportunity to improve their performance by the following inspection. However, failure to improve work performance or repeated deficiencies may result in loss of detail assignment.

2) Individual Cells - All inmates assigned to housing units who fail to maintain their personal areas in accordance with the intent of this Manual, or who otherwise contribute to citations, shall be subject to disciplinary action in accordance with the CDF's Adjustment Board procedures.

7. **Reporting Maintenance Problems**

a. **Priority One Maintenance Problems**: Priority One maintenance problems include sewage spills, non-working water, clogged sink, major leaks, non-working toilet, power failures, non-working laundry equipment, no light in cell, exposed wires, broken switches, non-working cell doors, major air quality and ventilation problems, or cell temperatures below 68° F or above 84° F.

1) **Reporting: Number Two Shift**: Upon identification of a Priority One problem, the OIC shall immediately report the problem to the facility General Foreman **via telephone (202) 673-8114**. The reporting officer shall also record the deficiency, the time and to whom notification was made on the Cellblock Inspection Sheet and in the Unit Maintenance Logbook. The Cellblock Inspection Sheet shall be given to the Wing Sergeant, who shall deliver it to Facilities Management staff.

2) **Reporting: Number One and Three Shifts:** When the OIC identifies Priority One maintenance problems on the Number One and Three shifts, the OIC shall report them to the Command Center, and the Wing Sergeant shall deliver the Cellblock Inspection Sheet to the Command Center by the times listed in Section 3. b. 3) and 4) of this chapter. The Command Center shall immediately notify the Environmental Safety and Sanitation Manager by telephone and log the notification time and deficiency into the Maintenance Logbook in the Command Center.

3) **Maintenance staff** shall report to the Command Center each morning to retrieve Cellblock Inspection Sheets left in their mailbox by the Number One and Three shifts.

4) **Facilities Management Response**: If Priority One problems occur between 7 a.m. and 3:30 p.m., Monday through Friday, they shall be addressed within two (2) hours. Those problems occurring before 7 a.m., after 3:30 p.m. or during the weekend shall be addressed within four (4) hours.

5) **Re-notification of Maintenance Problems**: The unit OIC shall contact the facility General Foreman or the Command Center again if the problem has not been corrected within two (2) hours on the Number Two Shift or four (4) hours on the Number One or Three shift.

At that time, the Wing Sergeant and the Environmental Safety and Sanitation Manager shall also be notified for assistance.

6) **Inoperable Cell**: Once it has been determined that a Priority One problem cannot be repaired within four (4) hours, the Environmental Safety and Sanitation Manager, or designee, shall notify the Wing Sergeant to proceed immediately with moving that inmate to another cell. Only a Facilities Management supervisor can officially declare a cell "inoperable." Only a Wing Sergeant or higher-ranking official can initiate the placement of an inmate into another cell.

7) **Repair of Cell**: When a cell has been repaired, a Facilities Management supervisor shall notify the Wing Sergeant that the cell is back on line. The Wing Sergeant shall notify the Compliance Office that the cell is operable and available for occupancy.

b. **Priority Two Maintenance Problems**: These include problems such as broken or missing light covers, no hot water or no cold water in cell, leaky faucets, missing/broken vacuum breakers and broken vents. The unit officer shall identify these problems on the Cellblock Inspection Sheet, and they shall be fixed within twenty-four (24) hours unless extraordinary circumstances exist.

c. **Priority Three Maintenance Problems**: These include routine painting and other non-emergency projects. They also shall be noted on the Cellblock Inspection Sheet during the monthly inspections.

d. **Minor Plumbing Deficiencies** – For minor repairs, the OIC may contact the Wing Sergeant to request that the NW 1 plumbing detail inmate report to make adjustments. A plunger and a small set of tools to unstop toilets and adjust water shall be kept in the command center to be used under the supervision of the Wing Sergeant.

8. **Quality Assurance**

The monitoring and quality assurance of the environmental safety and sanitation program shall consist of ongoing inspections and periodic comprehensive evaluations. The comprehensive evaluations shall include a report of the prevailing conditions, a summary of the inspection reports, a review of the policies and procedures, and recommendations for corrective actions and revisions to the program.

a. The Office of Environmental Safety and Sanitation staff and the Environmental Lieutenant shall:

1) Monitor the facility's cleanliness and housekeeping activities.

2) Identify, recommend and provide training to all facility staff and inmates assigned to sanitation and housekeeping duties.

3) Instruct individual inmates and staff on sanitation standards when required.

4) Prepare monthly inspection reports.

5) Serve as sanitation and housekeeping liaison between staff and the Deputy Director for Operations.

CHAPTER 6

CLEANING

1. Inmate Cleaning

a. The cleanliness of each housing unit is the responsibility of each inmate living there and every officer working there, whether on a regular basis or as a relief officer. It is the responsibility of the OIC and Unit Officers to ensure that each inmate has the proper supplies to clean his/her cell daily and that the task is carried out. Each inmate shall receive daily:

1) 8 oz. of undiluted heavy-duty cleaner in spray bottle
2) Broom
3) Mop
4) Mop Buckets
5) Cleaning cloths

b. Individual Cells – On a daily basis each inmate is required to:

1) Have his/her bed made by 9:00 a.m.
2) Clean and sanitize toilet/sink unit.
3) Clean and sanitize the desk and neatly arrange every item.
4) Sweep and clean the floor, removing dirt from floor corners.
5) Ensure that all walls are clean and free of graffiti, pictures, calendars and photos.
6) Refrain from placing paper and other objects inside of and over lights and light covers.
7) Refrain from placing paper and other objects inside and over the air vents.
8) Use bed linen and towels for their intended purpose only.
9) Clean bed platforms and rails as needed.
10) Neatly store all personal belongings.

c. **Sanctions:** Any inmate failing to adhere to the above rules and regulations shall be subject to disciplinary action in accordance with the provisions of the DC Detention Facility/Adjustment Board Procedures 5300.1B, which may result in loss of canteen, visiting, recreation and/or phone privileges.

2. Housing Unit Detail Cleaning

a. **Inmate Detail Squad.** The inmate detail squad shall be a carefully selected group of individuals able and willing to maintain an acceptable level of cleanliness as outlined in the Environmental Safety and Sanitation

Manual. Inmate detail workers are responsible for cleaning all cellblock common areas (e.g., unit entrance, floors, gym, TV rooms, showers, mop closets and storage areas) and vacant cells, collecting food trays, readying trash for dumping and cleaning sanitation equipment prior to the end of the Number Two and Number Three shifts.

b. **OIC Responsibilities:**

1) Unit OIC's shall maintain and post the current list of detail inmates in the unit control bubble.

2) Unit OIC's shall ensure cleaning supplies and equipment levels are maintained as necessary.

3) Unit OIC's shall maintain a current inventory of supplies and equipment.

4) Unit OIC's shall assign duties for each detail inmate and establish assignment schedules in accordance with his/her position.

5) Unit OIC's shall ensure that cleaning schedules are followed. (Specific cleaning instructions are cited in Appendix 3.)

6) Unit OIC's shall ensure that high-traffic, high-use areas of the cellblocks, including the showers, shower floors, entry ways and day rooms, are cleaned at least 30 minutes before the end of each shift.

7) Unit OIC' s shall conduct daily sanitation inspections in accordance with the Environmental Safety and Sanitation Manual.

8) Upon taking charge of any unit that does not meet acceptable standards of cleanliness (e.g., all cells, showers, dayrooms/TV rooms, tables, water fountains, mop closets, chase closets, recreation areas, floors, stairs, telephones and bubble glass), the receiving OIC shall notify the Wing Sergeant and ensure that the unit is cleaned to meet the standards outlined in this PM.

9) The Wing Sergeant shall ensure that staff responsible for the deficiency are instructed and/or disciplined as appropriate.

3. **Environmental Work Squad Cleaning**

a. The Environmental Work Squad, under the supervision of the Environmental Lieutenant, shall perform the following duties:

1) At least monthly, thoroughly clean cellblock control modules, administrative areas, office areas, medical unit, R&D, and other areas that require more thorough cleaning.
2) Perform heavy cleaning of culinary areas and fixed equipment weekly.
3) Provide additional cleaning services monthly to the Special Management Unit, the Mental Health Unit, all segregation units and other units as necessary.
4) Strip, clean, wax and buff all common area floors at least three times a year.

CHAPTER 7

CULINARY SANITATION PROGRAM

ACA Standard: 3-ALDF-4C-13 Food Service-Facilities and Equipment

Written policy, procedure, and practice require weekly inspections of all food service areas, including dining and food preparation areas and equipment, by administrative, medical, or dietary personnel; these may include the person supervising food service operations or his/her designee. Refrigerator and water temperatures are checked daily by administrative, medical, or dietary personnel.

Comment: All areas and equipment related to food preparation (e.g., ranges, ovens, refrigerators, mixers, dishwashers, garbage disposal) require frequent inspections to ensure their sanitary and operatable condition. Water temperature on the final dishwasher rinse should be 180 degrees Fahrenheit; between 140 and/or above 140 degrees Fahrenheit is appropriate if a sanitizer is used on the final rinse. The person conducting the inspection should have some training in food service operations.

ACA Standard 3-ALDF-4C-09 Food Service-Health and Safety Regulations

There is documentation by an independent, outside source that food service facilities and equipment meet established governmental health and safety codes; corrective action is taken on deficiencies, if any.

Comment: Food service facilities and equipment should meet all standards and requirements set by qualified professional and/or governmental bodies. Food service personnel should be trained in accident prevention, first aid, use of safety devices, floor care, knife storage, and use of fire extinguishers. They should attend regular meetings to discuss accident prevention and analyze major accidents to prevent recurrence.

ACA Standard 3-ALDF-4C-10 Food Service-Health and Safety Regulations

Written policy, procedure, and practice provide that all staff and other persons are trained in the use of the equipment safety procedures to be followed in the food service department.

Comment: None.
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The culinary unit shall be kept clean and sanitary at all times to avoid food contamination, and cleaning and sanitizing must be done carefully and correctly. This chapter sets forth general requirements for sanitation and procedures to implement and monitor the Culinary Master Cleaning Schedule (Appendix 5).

1. General Cleaning Requirements

a. Cleaning shall be done during periods when the least amount of food is exposed; however, spills shall be cleaned up immediately.

b. All culinary surfaces, utensils and equipment shall be regularly cleaned, sanitized and air-dried.

1) **Cleaning** is the process of removing food and other types of soil from a surface.

2) **Sanitizing** is the process of reducing the number of microorganisms to safe levels by immersing or spraying tableware, utensils or equipment with water that is maintained at 180°F or above. Chemical sanitizing requires immersion in the specified concentrated sanitizing solution for a specified period of time or by rinsing, swabbing or spraying the object with the specified concentration of sanitizing solution. **Only Eco Lab Mikroklene** shall be used to sanitize culinary surfaces within the DCDC.

c. All surfaces and utensils that come in contact with food shall be clean to sight and touch. These surfaces and utensils must be washed, rinsed, sanitized and air-dried after each use.

d. Nonfood-contact surfaces such as kitchen floors, walls, shelves, ceilings, light fixtures and drains shall be kept free of dust, dirt, food residue and debris, and thoroughly cleaned in accordance with the Master Cleaning Schedule.

e. Wiping cloths shall be rinsed and stored in a sanitizing solution after use and regularly laundered and dried in a commercial washer and dryer.

f. Warewashing machines shall be cleaned not less than once daily in accordance with manufacturer's instructions.

g. Refrigerated unit shelves, floors, walls, door edges and gaskets shall be washed, rinsed and sanitized weekly to remove soil, mold and odors.

2. **Master Cleaning Schedule**

a. The Culinary Officer shall ensure that the Master Cleaning Schedule in Appendix 5 is adhered to.

b. The Zone Lieutenant and ESS staff are responsible for monitoring and inspecting the culinary unit to verify that the Master Cleaning Schedule has been complied with.

3. **Inspections**

a. Daily Inspections

1) Culinary OIC

a) The Culinary OIC, within one (1) hour of the commencement of his/her shift, shall perform daily sanitation inspections, using the Daily Culinary Inspection Report. (See Attachment F)

b) For deficiencies that require repair, the Culinary OIC shall report them to Facilities Management, submit a written repair request in accordance with procedures listed below, and enter time call made and to whom in the culinary logbook.

c) The Culinary OIC shall forward the Daily Culinary Inspection Form (Attachment F) to the Environmental Safety and Sanitation Manager.

d) The ESS Manager shall ensure that inspections for general cleanliness and contractor performance monitoring are conducted daily.

b. Weekly Inspections

1) The Office of Environmental Safety and Sanitation and the Zone Lieutenant, shall conduct weekly inspections of all areas of the culinary department to include:

a) Inspecting the preparation and storage areas, coolers, refrigerators and freezers.

b) Examining the prior week's daily inspection forms, including records of checks on all refrigerators, coolers, freezers and water temperatures.

c) Reviewing the Master Cleaning Schedule to ensure compliance.

d) Preparing a written report of sanitary conditions and safety practices observed and recommendations for correction.

c. Monthly Inspections

1) The Risk Assessment and Control Committee shall conduct monthly inspections of the culinary unit and address problem areas in accordance with Chapter 2 of this Manual.

2) The Environmental Safety and Sanitation Manager shall review the monthly risk assessment and control report to determine if corrective action was taken as indicated.

3) The Environmental Safety and Sanitation Manager shall review work requests and MAXIMO reports to determine if work requests were timely submitted and entered into the systems and that corrective actions were timely and sufficient to correct the problem.

d. Annual Inspections

1) The OICCA shall conduct not less than an annual audit of culinary operations' compliance with ACA Standards, local regulations, other governing program statements and this Manual.

2) An outside inspection shall be conducted at least annually by DC DOH/DCRA, covering all segments of the food service operation, the health and safety of food service workers and those offenders and staff who use the food service program. A written report of findings will be prepared and forwarded to the Deputy Director for Operations for information and action. Abatement plans shall be completed within 15 days of receipt of the inspection report and corrective action obtained within 10 additional days.

3) The DCFD shall conduct an annual fire safety inspection of the food service program. A written report, identifying any deficiencies or non-compliance, shall be forwarded to the Deputy Director for Operations for corrective action.

4) The Fire Protection Specialist shall ensure that corrective actions are completed in compliance with ACA Standards local environmental regulations and PS 2920.1B "Fire Safety (3/9/01)".

5) The Environmental Safety and Sanitation Manager shall review inspection reports from outside agencies or departments regarding, environmental safety and sanitation and ensure that corrective action is taken.

e. Reporting Deficiencies and Requests for Repairs

1) The reporting of deficiencies and request for repairs of all maintenance problems shall be in accordance with Chapter 4 of this Manual.

2) The Deputy Warden for Support and the Chief Engineer and Environmental Safety and Sanitation Manager shall be notified when equipment breakdown adversely affects the food service (i.e., requires a menu change, results in delayed serving of meals, etc.)

3) Facilities Management shall notify the Environmental Safety and Sanitation Manager when the repair work is under warranty or is required by an outside source.

4. **Special Training**

Safety and sanitation training for food service employees will be conducted on a regular basis, and records will be kept regarding course content and participation. At a minimum, both inmate and culinary officers shall be trained regularly in the following areas:

a. Proper use of all food service equipment.
b. Use of safety devices for equipment in the department, including fire extinguishers.
c. Use and storage of hazardous tools.
d. Accident-prevention techniques regarding scalds, falls, burns, and related injuries.
e. Proper storage techniques for food.
f. Fire plan.
g. First aid procedures.
h. Proper reporting procedures for accident and/or hazardous conditions.

CHAPTER 8

CLEANING SUPPLIES AND INVENTORY

ACA Standard: 3-ALDF-3B-05 Flammable, Toxic, and Caustic Materials

Written policy, procedure, and practice govern the control and use of all flammable, toxic, and caustic materials.

Comment: The following definitions apply to this standard: *Flammable materials* – Liquids with a flash point below 100 degrees Fahrenheit; *Toxic materials* – Substances that through chemical reaction or mixture can produce possible injury or harm to the body by entering through the skin, digestive tract, or respiratory tract (e.g., zinc chromate paint, ammonia, chlorine, antifreeze, herbicides, pesticides); *Caustic materials* – Substances that can destroy or eat away by chemical reaction (e.g., lye, caustic soda, sulfuric acid). If a substance possesses more than one of the above properties, the safety requirements for all applicable properties should be considered.

All flammable, toxic, and caustic materials should be stored in secure areas that are inaccessible to inmates, and a prescribed system should be used to account for their distribution. Inmates should never possess such items unless under the close supervision of qualified staff.

Substances that do not contain one or more of the above properties but that are labeled "Keep Out of the Reach of Children" or "May Be Harmful If Swallowed" are not prohibited; their use and control, however, should be addressed by agency policy.

1. Inventory For Housing Units

Cleaning supplies shall be delivered to each housing unit every week and stored in a secure, safe area. Unit Officers (on the Number Two Shift) are responsible for ensuring that supplies are received in the amounts specified below, that broken or otherwise unusable equipment is returned to the Supply Officer and replaced, and that an inventory of supplies is kept. A Unit Supply Request Form (Attachment G) shall be submitted to the Supply Unit when additional supplies are needed.

2. Cleaning Agents For The Housing Area

The following cleaning supplies (see Appendix 6 – Product Usage Directions) shall be delivered to each housing unit weekly:

3M General Purpose Cleaner*	8 gallons
3M Disinfectant*	2 gallons
Non-abrasive Scouring Cleanser	12 containers
ZEP Micronex (to clean showers only)	4 gallons

Laundry Detergent	5 gallons

3. **Cleaning Equipment –** Each Number Two Shift OIC shall ensure that the following quantities of equipment are maintained in the housing unit.

4	Mop Heads/handles
4	Push Brooms
2	Mop Bucket/Wringers
5	Cleaning Pads
5	Cleaning/Dusting Cloths
4	Toilet Brushes
4	Plastic Spray Bottles
4	Long Handle Scrub Brushes
4	Deck Scrub Brushes
4	Trash/Garbage Cans (large)
2	Dust Pans
1 case	Trash Bags (large)
1	Roll Steel Wool
1	Buffer machine

***NOTE:** **The cleaning products issued to the units of the Central Detention Facility are the 3M brand products ready to use upon arrival to the unit. They are not to be diluted with water, and all containers are required to have attached labels, naming the products. (MSDS sheets outlining safety precautions for each chemical can be found in a separate MSDS folder in the control module).**

4. **Procurement Of Cleaning Equipment And Supplies**

a. **General Considerations:**

1) All chemical housekeeping products shall be purchased from a single vendor whenever possible. The only products authorized for use in this facility are 3M and ZEP products.

2) Housekeeping chemicals produced by the above manufacturers, such as stripper, sealer, floor finish and general purpose cleaner are compounded so that they are compatible with one another when used in sequence. These chemicals will not react adversely with one

another when used in accordance with manufacturers' recommendations.

3) The Office of Environmental Safety and Sanitation shall approve all new products to be used for basic safety and security prior to purchase. Chemicals that may pose a risk to safety, security or the environment should be allowed at the facility only under strict supervision, and with adequate accountability for their use.

4) Transfer of housekeeping products from larger containers into individual-use containers shall be done in accordance with the manufacturers' regulations, which include safety criteria.

5) No chemicals shall be available to inmates without supervision and control by security personnel.

b. **CDF Inventory**

The Supply Officer shall ensure that the following quantities of cleaning materials are maintained or readily available. The quantities represent a 60-day supply for an average daily population of 1,674. If the population significantly increases, the need for additional stock of some items shall be evaluated. The sufficiency of this quantity otherwise shall be evaluated quarterly.

Description	Quantity	
Floor cones	67	Each
Floor finish	235	Gallons
3M Stripper	480	Gallons
3M Floor sealer	480	Gallons
3M Heavy-duty Cleaner	1,175	Gallons
3M Disinfectant	480	Gallons
ZEP Micronex	75	Gallons
Ringmaster	65	Gallons
Household Bleach	10	Cases
Laundry powder (household strength)	25	Drums
Push brooms	95	Each
Broom handles	95	Each
Deck brushes	95	Each
Toilet brushes	95	Each
Large Trash bags	200	Cases
Spray bottles	7	Cases
Spray bottle triggers	7	Cases

Stripping pads	15	Cases
Buffing pads	15	Cases
Mop bucket with wringer	40	Each
Mop heads	500	Each
Mop handles	95	Each
Trash cans – 30 gallon w/lid	35	Each
Toilet paper	220	Cases
Soap	320	Cases
Paper towels	100	Cases
Wet/dry vacuum units – 20 gallons	5	Each (1 per floor control)
Buffing machines	5	Each
High-pressure spray washer	3	Each

CHAPTER 9

INMATE WORKERS

ACA Standard: 3-ALDF-5A-07 Work Opportunities

The facility provides opportunities for inmate employment in correctional industries, facility maintenance, operations, and, to the extent possible, public works and community projects.

Comment*:* Many necessary jobs related to maintenance and facility operations can be done by inmates. Inmates may be assigned to construction work, conservation projects, or other work financed by public funds. These programs may be housed separately from the main facility. Staff supervising such inmates should be trained for such an assignment.

ACA Standard: 3-ALDF-5A-08 Work Opportunities

The inmate work plan includes provision for work in facility maintenance and operation.

Comment: None.

ACA Standard: 3-ALDF-5A-13 Work, Health and Safety Standards

Inmate working conditions comply with all applicable federal, state, or local work safety laws and regulations.

Comment: None.

1. Classification/Payment

The Deputy Warden for Programs shall ensure that inmates are regularly classified for participation in work squads. The list of inmates approved for work shall be forwarded to the Non-industrial Pay System (NIPS) Coordinator weekly for placement when a vacancy becomes available. Inmates shall be paid in accordance with DO 4210.2A, Non-Industrial Pay System (5/18/81).

Information about an inmate's specialized skills and licenses shall be indicated, and the inmate having verified skills shall receive priority placement in a particular area when a vacancy becomes available.

2. Medical Clearance

Inmates shall receive appropriate medical clearances to work, as stipulated in PS 4740.1C, Culinary Workers Examination and Daily Workers Inspection (1/12/01), Section 6.

3. **Training**

   All staff and inmates shall be provided a safe work area, proper equipment with which to work, and detailed instructions in the safe way to do the work. (Training is described in Chapter 3.)

4. **Inmate Work Squads.** Sanitation squads shall be assigned either to off-unit work assignments throughout the facility or housing unit assignments. Custody classification and security issues often determine assignments.

   a. **Environmental Work Squads**. Environmental cleaning crews shall be trained and compensated through the NIPS and supervised by the Environmental Officers.

   b. **Housing Unit Detail Workers.** A minimum of six inmate workers (detail inmates) shall be assigned to each housing unit. Detail inmates shall be trained and compensated through NIPS. Two detail inmates shall be assigned to the Special Management Unit.

CHAPTER 10

LINEN, CLOTHING AND HYGIENE KITS

ACA Standard: 3-ALDF-4D-06 Clothing and Bedding Supplies

The store of clothing, linen, and bedding exceeds that required for the facility's inmate population.

Comment: More clothing, linen, and bedding should be available than needed at any one time, so there is no delay in replacing items.

ACA Standard: 3-ALDF-4D-07 Clothing and Bedding Supplies

Written policy specifies accountability for inmate clothing and bedding.

Comment: The issue of all clothing and bedding should be recorded, and inmates should be held accountable for use.

ACA Standard: 3-ALDF-4D-08 Clothing Issue

Written policy, procedure, and practice provide for the suitable clothing to all inmates. Clothing is properly fitted, climactically suitable, durable, and presentable.

Comment: A standard wardrobe should be provided at the time of admission and should include, as appropriate: shirts, blouses, dresses, trousers, skirts, belts, undergarments, slips, socks, shoes, coats, jackets and headwear. In addition to the standard issue of inmate clothing, civilian attire should be available in limited quantities for leisure, visiting, work release, and furloughs.

ACA Standard: 3-ALDF-4D-09 Clothing Issue

Written policy, procedure, and practice provide for the issue of special and, when appropriate, protective clothing and equipment to inmates assigned to the facility's food service, hospital, farm, garage, physical plant, maintenance shops, and other special work details.

Comment: Inmates assigned to special work areas should be clothed in accordance with the requirements of their work assignment and, when appropriate, be furnished with suitable protective equipment (disposable face masks and gloves, protective helmets, goggles).

ACA Standard: 3-ALDF-4D-11 Bedding and Linen Issue

Written policy, procedure, and practice provide for the issue of suitable, clean bedding and linen, including two sheets, pillow and pillowcase, one mattress, and sufficient blankets to provide comfort under existing temperature controls. There is provision for linen exchange, including towels, at least weekly.

Comment: Collection, storage, and exchange methods for bedding and linens should be done hygienically; i.e., blankets, pillows, and mattresses should be cleaned before reissue, and linen and towels shall be laundered before reissue.

ACA Standard: 3-ALDF-4D-12 Bedding and Linen Issue

Written policy, procedure, and practice require that articles necessary for maintaining proper personal hygiene are provided to all inmates. **Comment:** None.

1. **Clothing, Linen and Hygiene Kit Issuance**

   a. Upon entry into the facility, each inmate shall receive a bedroll consisting of one blanket, one towel, two sheets and a hygiene kit.

   b. Upon entry into the facility, males shall receive two sets of underclothing (two pairs of undershorts, two pairs of socks and two undershirts). They shall be issued two jumpsuits that are clean, properly fitted and in good condition (i.e., no tears, broken fasteners or alterations). Thermal underwear shall be issued upon the Inmate's written request. (See Attachment H)

   c. Upon entry into the facility, females shall receive two pairs of underpants, two bras, two undershirts, two pairs of socks, one jumpsuit and a dress. Thermal underwear shall be issued upon request.

   d. Inmates shall be issued an individual laundry bag once they are released from the Intake Unit.

   e. Inmates may request replacement underclothing using the Inmate Request Slip every 60 days. (See Attachment H) Hygiene kits are available to all indigent inmates upon request.

   f. The Clothing Issue Officer shall record on the Intake Issuance Form (Attachments J and K) all clothing, linen, blankets and hygiene items initially given to inmates. After placing this information into JACCS, the Clothing Issue Officer shall date and sign these forms and submit them to the Procurement Officer for stock control purposes.

   g. The Clothing Issue Officer shall maintain an accurate perpetual inventory of all underclothing, socks, shoes, jumpsuits, sheets, towels, washcloths and hygiene items.

2. **Linen and Jumpsuit Exchange**

   a. Policy:

      1) Each inmate shall exchange his/her linen (i.e., two sheets, one towel and one washcloth) and jumpsuit(s) for clean linen and jumpsuit(s) each week on the Number Three Shift.

      2) Refusal shall result in disciplinary action or referral for classification when appropriate.

b. Procedure:

1) Starting at 8 p.m., the Linen Officer and six detail inmates shall deliver sheets, towels and jumpsuits to all cellblocks.

2) Immediately following the 8 p.m. count, the OIC of all non-lock-down blocks shall announce linen and jumpsuit exchange.

a) Inmates shall gather their unknotted, dirty linen and jumpsuit(s) to be laundered.
b) Cells shall be opened one tier at a time.
c) Inmates shall line up, give their dirty linen and jumpsuit(s) to the unit officer/detail inmates and receive clean linen and jumpsuit(s).
d) Inmates shall return to their cells and make up their beds.

3) In lock-down blocks, the OIC shall announce linen and jumpsuit exchange, and each inmate shall step to the cell door and exchange his/her dirty linen and jumpsuit(s) for clean linen and jumpsuit(s). Each inmate shall make up their bed.

c. Documentation:

1) The Unit OIC shall ensure that every inmate receives clean linen and jumpsuit(s) and shall verify this by recording on the Linen and Clothing Exchange Form (Attachment K) the total number of inmates in the unit (including any out-counts) and the total number of towels, sheets and jumpsuits distributed. The Linen and Clothing Exchange Form shall be dated and signed by the OIC and given to the Linen Officer immediately following the exchange.

2) The Linen Officer shall keep all Linen and Clothing Exchange Forms chronologically in a notebook, forwarding a copy to the Deputy Warden for Support. On the 5th of each month, the Linen Officer shall prepare and submit a report of the exchanges to the Deputy Warden for Operations, through the Deputy Warden for Support.

d. Linen and jumpsuit exchange shall occur in accordance with the Schedule for Linen and Clothing Exchange. (Appendix 6)

3. **Laundry Bag Exchange**

a. Inmates shall submit a laundry bag of underclothing for laundering once a

week during jumpsuit and linen exchange. The laundry bag containing clean under clothing shall be returned to the inmate on the following day.

b. Inmates shall not wash any items in cells or elsewhere in the unit, except in units where the use of washers and dryers is permitted. Refusal to comply shall result in disciplinary action in accordance with Service Order 5300.1B or referral for classification when appropriate.

c. Laundry bags shall be collected and returned in accordance with the attached schedule (Attachment L).

d. The OIC shall ensure that all laundry bags are collected and shall verify this by recording the total number of bags collected on the Linen and Clothing exchange form. (Attachment K).

4. **Destruction of Property**

Any inmate who tears or otherwise destroys government property shall face disciplinary actions in accordance with the Central Detention Facility/Adjustment Board procedures and pay a replacement fee. (See Attachment C)

CHAPTER 11

VERMIN, LICE, TRASH AND OTHER ENVIRONMENTAL CONCERNS

1. Vermin Control

ACA Standard: 3-ALDF-4D-04 Vermin Control

There is written plan for the control of vermin and pests that includes, at a minimum, monthly inspections by a qualified person.

Comment: None

a. All areas of the facility shall be treated in accordance with the Pesticide Schedule, which shall be established in January of each year.

   1) Common Areas - Bi-monthly
   2) Housing Units - Quarterly (January/April/July/October)
   3) Culinary Unit - Bi-weekly (Thursday)

b. If areas need to be treated more often, the Environmental Safety and Sanitation Manger shall be contacted.

c. Glue traps and Victor Tin Cat Mouse Trays shall be used to eradicate rodents. They shall be placed in various locations throughout the facility and monitored by the Pesticide Officer, dated and exchanged as often as necessary.

d. The Pesticide Officer shall coordinate with the General Foreman to clean and treat all floor drains quarterly, including shower drains in the cellblocks and those in R&D, culinary and the medical unit.

2. Lice Treatment

An officer or civilian who suspects that an inmate has lice shall immediately refer the inmate to the medical unit for evaluation and contact the Pesticide Officer or the Environmental Safety and Sanitation Manager. Upon verification of lice infestation, the inmate's under clothing that he/she is wearing shall be destroyed immediately, and the inmate shall be issued a new set. The inmate's cell, clothing and linen shall be de-liced, and he/she shall be issued clean replacement clothing and linen. The adjoining cell on each side shall be de-liced, and the affected inmates' linen and clothing replaced.

3. Food Trays

a. An accurate count of inmates shall be provided to the culinary unit before meals are served.

b. It is the responsibility of the OIC to ensure that **no** food trays are left in the unit for inmates who are not present at the time the meal arrives. All trays shall be collected immediately upon the consumption of the meal and returned to the culinary unit within one hour of receiving them. It is the responsibility of the OIC to count incoming trays to ensure that a sufficient number of trays are delivered to the unit, and that the same amount of trays are ready for pickup to be returned to the culinary.

c. A culinary detail inmate shall be assigned to pick up each cart after one hour. The inmate shall count the trays and report his count in the designated logbook. **No one is to place a cart in the hall or in the elevator cage**.

d. Any officer failing to return the correct number of trays shall be disciplined in accordance with DPM, Chapter 16.

4. **Trash Removal/Waste Disposal**

ACA Standard: 3-ALDF-4D-03 Waste Disposal

There is written plan that provides for the disposal of liquid, solid, and toxic wastes.

Comment: None

Environmental Officers shall be responsible for the orderly disposal of all trash and garbage. Trash and garbage shall be collected and removed on every shift so as to avoid a health hazard and to maintain sanitary conditions. The trash and garbage collection procedures shall be as follows:

a. Each OIC shall ensure his/her cellblock is clear of all trash from his/her areas pursuant to the below schedule for trash and garbage removal.

b. The Environmental Officer and his/her detail squads are responsible for the orderly removal of all large trash bins from each housing unit wing.

c. Collection of trash and garbage shall begin on the third floor, then continue down the second and first floors.

d. Trash and garbage shall be removed as follows:

1) **5:30 am-** Environmental Officers shall begin removing trash and garbage from the breakfast meal.

2) **1:30 pm**- Environmental Officers shall begin removing trash and garbage from the lunch meal.

3) **6:00 pm-** Environmental Officers shall begin removing trash and garbage from the dinner meal.

4) **10:30 pm-** Environmental Officers shall remove all remaining trash from each floor.

5. **Unit Trash Can Cleaning Schedule**

a. The trash removal detail, supervised by the Culinary Environmental Officer, shall have one inmate assigned to wash and disinfect all trashcans from each housing unit daily as follows:

1) Level Three: 9:00 a.m. to 10:00 a.m.

2) Level Two: 10:00 a.m. to 11:00 a.m.

3) Level One: 11:00 a.m. to 12:00 p.m.

b. The Loading Dock Officer shall be notified of the assigned inmates' name and DCDC number. With the exception of the Special Management Unit, all units shall bring their marked trashcans to the number one gate of their unit. The cans shall be returned to the unit after cleaning.

6. **Culinary Unit Trash Cans**

One inmate from the culinary environmental detail shall be assigned to scrub and disinfect all trashcans from the culinary unit. All trashcans shall be properly lined after cleaning, and shall have lids.

7. **R&D/Loading Dock**

a. No equipment or property is to be stored around or near the perimeter of the building. All discarded property is to be brought to the attention of the Loading Dock Officer and Supply Unit Officer for proper disposal.

b. Loading dock drains shall be monitored daily for possible sewage back up. The dock area shall be swept and hosed down daily with bleach daily by the Culinary Environmental Squad and/or the Supply Unit Squad, upon the removal of trash containers by the contractor.

c. Inmates shall be closely supervised during this process and supervising staff shall ensure that the bleach distribution, use and storage is maintained in accordance with Appendix 6, section 4.

8. **Vents/Windows/High Walls**

a. The Environmental Safety and Sanitation Manager shall coordinate with the General Foreman to clean all air vents, windows and high walls quarterly.

APPENDIX 1

IMPORTANT NUMBERS

Maintenance Shop	**673- 8114**
Environmental Safety and Sanitation Manager	**698-7749**
Deputy Director for Operations	**673-8202**
Deputy Warden for Operations	**673-8217**
Deputy Warden for Support Services	**673-8213**
Deputy Warden for Programs	**673-8431**
Major's Office	**673-8318**
Clothing Issue	**673-8131**
Supply Unit	**673-8103**
Culinary Officer	**673-8113**
Canteen Office	**698-8143**
NIPS Office	**673-8328**

***Environmental Lieutenant can be contacted via radio.**

APPENDIX 2

PRECAUTIONS FOR INFECTIOUS SPILLS

All individuals assigned to tasks that expose them to blood-borne pathogens must undergo special training. This training shall be provided by the Health Educator/ Infectious Disease Control Coordinator or by the environmental staff with the assistance and direction of the Health Educator/Infectious Disease Control Coordinator. This training must be documented and retained in the Office of Environmental Safety and Sanitation.

1. Requirements – The following procedures shall be followed when cleaning an area where body fluids have been spilled.

   a. Equipment needed:

      1) Disposable latex or vinyl gloves in various sizes
      2) Protective eyewear
      3) Facemasks
      4) Clean plastic coveralls or other appropriate body protection in appropriate sizes
      5) Disposable shoe coverings
      6) Puncture resistant containers for sharp objects
      7) Leak proof plastic bags imprinted with the biohazard symbol
      8) Tape for sealing bags
      9) Bags for normal waste
      10) Water-free hand-washing cleanser
      11) Waterproof bandages
      12) Absorbent cleaning materials for spills
      13) “Isolation Area-Do Not Enter” signs

   b. Procedures

      1) Preparation and Precautions

         a) Use universal precautions and consider all blood or body fluids potentially infectious. Universal precautions require the

use of appropriate barrier precautions to prevent skin and mucous membrane exposure when contact with blood or body fluids are anticipated.

b) Latex gloves shall be worn at all times when cleaning up blood or other body fluids. Change gloves after contact with each blood-borne situation.

c) Masks and protective eye wear or face shields shall be worn during procedures that are likely to generate blood or body fluids to prevent exposure of mucous membranes of the mouth, nose and eyes.

d) Gowns or plastic aprons shall be worn during procedures that are likely to generate splashes of blood or body fluids.

e) Keep splashing to a minimum.

f) Be careful not to touch or rub your mouth, eyes or nose.

2) Spill Cleanup

a) Remove blood and body fluids with bio-hazardous spill kits or an approved absorbent material.

b) Pack absorbent material containing the spilled body fluid in leak-proof bio-hazardous red bags or containers, and seal with tape.

c) Carefully and very gently sweep up loose dirt, using a broom and dustpan.

d) Apply hot soapy water to any areas having visible contaminants.

e) Using a stiff brush, thoroughly scrub surfaces, paying special attention to corners and cracks.

f) Mop up excess soiled water when done.

g) Apply a bleach solution to disinfect the area.

h) If decontaminating a cell, complete steps 5-12, and then, using the bleach solution, wash the walls, the floors and all surfaces in the cell.

3) Decontamination and Precautions

a) Do not let the outer surfaces of gloves, protective eyewear or body covering touch the skin when taking personal protective equipment off.

b) Dispose of all personal protective equipment by discarding appropriately in bio-hazardous waste bags.

c) Wash hands and other exposed skin areas.

d) Decontaminate non-disposable items such as paper towels and cleaning rags, brushes, mops, pails and other cleaning equipment by rinsing them with a fresh bleach solution (1 part bleach to 10 parts water). Pour the water that was used to clean up the spill, into a mop sink or floor drain only.

e) Do not throw contaminated items into the regular trashcan.

4) Notification for disposal of bio-hazardous waste.

Contact the Medical Unit's Infectious Disease Control Coordinator for pick-up and disposal of the bio-hazardous waste bags.

APPENDIX 3

GENERAL HOUSEKEEPING PROCEDURES

Inmates assigned to strip or buff floors or to clean ventilation ducts and grills shall be issued protective equipment, e.g., boots, gloves, goggles and mask.

Section 1. FLOOR CARE

Daily Requirements - The following housekeeping procedures shall be followed daily, by each shift.

1. **SWEEPING**

   a. Equipment Required:

      1) Broom
      2) Trash Receptacle
      3) Dust Pan

   b. Procedure:

      1) Begin sweeping at the point of entrance to the room, keeping the broom flat on the floor.
      2) Ensure all debris is removed from the baseboards and corners.
      3) Sweep behind and under all furniture.
      4) Sweep dust/debris into a pile.
      5) Sweep dust/debris into the dustpan. Discard the dust/debris into the garbage can.

2. **MOPPING**

   a. Equipment Required:

      1) Mop
      2) Cleaning Solution
      3) Mop Bucket
      4) “Wet Floor” signs

   b. Procedure:

      1) Collect all equipment required to complete task.
      2) Prepare cleaning solution.

3) In traffic areas, place "Wet Floor" signs in appropriate locations to warn of danger.
4) Mop one side of the corridor at a time. Dip the mop into cleaning solution, wring out, leave enough solution to allow mop to wet surface thoroughly allowing a dry corridor for traffic.
5) Mop parallel to the baseboard, then proceed to mop from side to side making a figure “8" pattern. Dump dirty solution into the mop sink only.
6) Dip mop in clean water, wring out, dip in cleaning solution.
7) Half fill bucket with clean warm water to rinse the mopped surfaces.
8) Mop all areas of the floor to which a cleaning solution was applied.
9) Replace dirty water as often as needed.
10) Repeat steps above until entire area is completed.
11) Clean all equipment after use. Hang mop with mop head toward the ceiling for proper drying.

NOTE: Frequent changing of water is necessary. Use clean mops, pails and wringers.

3. **STRIPPING** - Stripping removes embedded dirt and floor finish and prepares the floor for refinishing. This is done by a combination of chemical cleaning action and mechanical scrubbing by the pad attached to an electric floor machine.

a. Equipment Required:

1) Electric Floor Machine
2) Stripping Agent
3) Dust Pan
4) Broom
5) “Wet Floor” signs

b. Procedure:

1) Don protective clothing, including eye protection, boots and impervious gloves.
2) Post the "Wet Floor" signs.
3) Sweep the area. Sweep debris into dustpan and discard in garbage pail.
4) Scrub the baseboards to remove built-up soil.
5) Apply the stripping solution to the floor surface with a mop. Allow to stand for two to three minutes. Strip a small section at a time to avoid standing in solution. Never wet the entire width of the floor/corridor. Strip one half of the floor, leaving one half of the floor dry to allow for safe passage.
6) Use the appropriate extension cord for the equipment.

7) Make sure the electrical cord is free of any breaks and the plug and outlet is grounded. (Ground-eliminating adapters should not be used on portable electric commercial equipment.)
8) Place the electric cord over your shoulder to prevent it from being entangled in the machine. Hold a loop of cord in your hand, so that a sudden motion will not jerk the cord and break wires.
9) Begin stripping far enough from the wall to avoid splashing soil and solution. Spread the solution along the floor with the motion of the machine. Move slowly but continuously using a side-to-side, overlapping arc pattern. Cover a six-foot path. If the floors are pitted or dented, move the machine in a crisscross pattern. Turn the machine slightly on edge, either to right or left, to remove stubborn stains.
10) Pick up soil and solution using a mop or wet vacuum.
11) Rinse floor and baseboards with clean water. Apply enough rinse water to completely remove all soil and solution.
12) Pick up rinse water with mop or vacuum.
13) Rinse the floor with clean water several times in order to free the surface of detergent. This is important because detergent harms some types of floor surfaces.
14) Repeat steps 7-12 until area is completed.
15) Clean equipment according to manufacturer's instructions and return to storage area. Place clean dry mop heads in a plastic bag until next use.

4. **BUFFING** - Buffing removes surface soil and renews surface coating.

a. Equipment Required:

1) Electric Floor Machine
2) Nylon Pads
3) Treated Cloths
4) Broom
5) Garbage Can

b. Procedure:

1) Sweep the floor prior to buffing. Collect all debris in a dustpan and discard in the garbage can.
2) To attach the buffing brush, tilt the machine back on the wheels and handle. Straddle the handle and secure the brush or drive assembly to the drum of the machine. Turn counterclockwise to lock.
3) Plug the machine into the outlet.
4) Stand the machine on the brush.
5) Adjust the handle to the proper height for comfort.

6) Raise the wheels.
7) Place the buffing machine cord over your shoulder to keep out of the path of the machine. Start the machine when the machine is directly in front of you.
8) Press downward on the handle to move the machine to the right. Raise the handle to move the machine to the left.
9) Move the machine slowly in a left- to- right, right- to- left or a side-to-side pattern.
10) Walk backward for easier movement of the machine. However, ensure that there are no obstacles in the path of travel.
11) Continue this procedure until the area is completed.
12) Remove the brush or drive assembly, pads and wash. Wipe machine and cord. Return clean machine to the storage area.

Section 2. GENERAL

1. **WALL WASHING** - Walls should be washed to a height of eight feet.

   a. Equipment Required:

      1) Bucket
      2) Non-Abrasive Cleaner
      3) Cleaning rag
      4) Steel-wool

   b. Procedure:

      1) Prepare the cleaning solution. Fill the bucket half way with the solution.
      2) Wash the upper wall first. Dip rag into the cleaning solution and wring out excess solution.
      3) Start from the top of the wall and wash with straight vertical strokes.
      4) Rinse rag often.
      5) Wash the lower wall using the same procedure. Pay special attention to the baseboards and corners.
      6) Scrape stubborn stains with the steel wool.
      7) Dump dirty solution into the mop sink only. Wash bucket and turn upside down for proper drying. Rinse the rag and steel wool with clear water.

2. **DUSTING -** Remove dust from furniture and fixtures, so it does not accumulate and thus stain furniture or spread infection.

a. Equipment required:

Cloth

b. Procedures:

1) Remove any smudges, hardened soil or adhesive before dusting.
2) Use long straight strokes for both horizontal and vertical dusting to prevent skipping edges. Slightly overlay strokes, so all areas are dusted.
3) Hold the cloth loosely, so that it will pick up dust easily.
4) Never shake the cloth - this scatters dust and should be avoided.
5) Start at the highest point to be dusted and work down. For example, telephone, tabletop, sides and legs.
6) Dust all surfaces of furniture and fixtures.

3. CLEANING VENTILATION DUCT GRILLS

a. Equipment Required:

1) Broom
2) Brush

b. Procedure:

1) Use the broom or brush to clean between the slots and grates.
2) Clean equipment and return to the designated storage area.

4. CLEANING WATER FOUNTAINS

a. Equipment Required:

1) Heavy-duty cleaner in spray bottle
2) Clean rag

b. Procedure:

1) Pour heavy-duty cleaning solution into spray bottle.
2) Spray the cleaning solution, on water fountain, and wipe the mouth-guard, basin, and knob of the water fountain.
3) Rinse often.
4) Wet and rinse the bubbler and basin.
5) Wipe the exterior panel of the water fountain.

5. **TELEPHONES**

a. Equipment Required:

1) Clean rag
2) Heavy-duty cleaner in spray bottle
3) Cloth

b. Procedure:

1) Pour heavy-duty cleaning solution in spray bottle.
2) Spray the cleaning solution, on telephone, and wipe the mouthpiece, base, and entire body of the phone. Rinse with clear water.
3) Wipe the exterior panel of the telephone.

6. **DISINFECTING MATTRESSES**

a. Equipment Required:

1) Heavy-duty cleaner
2) Disinfectant solution in spray bottle
3) Cloth

b. Procedure:

1) Inspect the mattresses for tears, holes, and parting of the seams, prior to sanitizing these items.
2) Dip the sponge into the disinfectant solution, wring out, and wipe the body of the mattress paying special attention to the seams.
3) Rinse the mattress.
4) Dip the sponge into a bucket of clean water and wring out.
5) Repeat steps 3 and 4 until the entire mattress is completed.
6) Allow to air dry.
7) Clean the sponge and return to the designated storage area.

7. **CARPET CARE** - Carpet care is necessary to remove dust, dirt and grit particles; control bacteria; extend the life of the carpet; and maintain its appearance.

a. Equipment Required:

1) Vacuum Cleaner
2) Nylon Hand Brush
3) Shampooing Machine

4) Bucket and Funnel
5) Plastic Liners
6) Shampooing Agent

b. Procedure:

1) Vacuum the carpet. Use three straight back-and-forth motions over the same area for upright heavy-duty vacuums, and six motions for regular vacuums. Continue this procedure until the entire carpet is vacuumed.
2) Shampoo the carpet. Start in the far corner of the room and work toward the door. Set pile selector. Build up foam, and wait until the foam disappears around the head of the shampooing machine.
3) Take a hand brush and spread shampoo along the wall edges and corners.
4) Move the machine in a forward and backward motion. Work across the carpet and overlap each stroke.
5) Continue the procedure until the entire carpet is completed.
6) If foam is turning brown, vacuum immediately with a wet vacuum.
7) Repeat shampooing procedure.
8) Remove any remaining spots.
9) Allow to dry; vacuum area as in step 3.
10) Replace the furniture.
11) Clean all equipment and return to designated storage area.

Section 3. SPECIFIC AREAS

1. **CHASE CLOSETS** - CLEANED WEEKLY BY THE NUMBER ONE SHIFT

a. Equipment Required:

1) Broom
2) Scrub brush
3) Heavy-duty cleaner

b. Procedure:

1) Sweep the floor with a brush or broom to remove all debris.
2) Mop the area clean with heavy-duty cleaner.
3) Rinse with clean water to remove heavy-duty cleaner.
4) Clean all grills with damp scrub brush.

2. **SHOWER AREAS** – Cleaned on all three shifts

   a. Equipment Required:

      1) Micronex Solution
      2) Scrub Brush

   b. Procedure:

      1) Prepare the Micronex solution.
      2) Dip the scrub brush into the Micronex solution and scrub the shower walls and floor. Pay special attention to the handle/knob and showerhead.
      3) Remove all hair and debris from the shower drain covers.
      4) Rinse the area to remove the Micronex solution. Repeat the entire process to disinfect walls and floors.
      5) Clean the ventilation duct grills in the shower area.

3. **CELLS** – Cleaned on the Number Two and Three shifts

   a. Equipment Required:

      1) Heavy-duty cleaner
      2) Spray bottle
      3) Cloth
      4) Brush
      5) Broom

   b. Procedure:

      1) Fill spray bottle with heavy-duty cleaning solution.
      2) Clean the toilet and sink.
      3) Remove all items from the desk and place on the bed.
      4) Wipe desk with the heavy-duty solution. Rinse cloth in sink.
      5) Clean the mirror with the cleaning solution.
      6) Clean the ventilation duct grills.
      7) Clean all plumbing fixtures, i.e., toilet and sink.
      8) Clean bedrails and platform as needed.
      9) Clean walls, cell doors and bars as needed.
      10) Sweep floor.
      11) Mop the floor with the heavy-duty solution.
      12) Rinse all clean areas with clear water.

4. **RECREATION/DINING AREA** - Cleaned on all three shifts

   a. Equipment Required:

      1) Heavy-duty cleaner
      2) Spray bottle
      3) Cloth
      4) Brush
      5) Broom
      6) Dustpan
      7) Mop

   b. Procedure:

      1) Clean all areas with the heavy-duty cleaner.
      2) Dust furniture.
      3) Clean the ventilation duct grills.
      4) Clean the water fountain.
      5) Sweep the tiers and rec./dining area floors. Collect debris in a dustpan and discard in the garbage can.
      6) Empty the garbage can and replace plastic liner.
      7) Mop the unit area and rec./dining area floors.
      8) Spot wash all walls and doors where required.

5. **CELL BLOCK STAIRWELLS** – Cleaned on all three shifts

   a. Equipment Required:

      1) Heavy-duty cleaner
      2) Brush
      3) Broom
      4) Dustpan
      5) Mop

   b. Procedure:

      1) Prepare the cleaning solution.
      2) Sweep the area clean to remove all dirt and dust.
      3) Using a brush, clean from underneath steps.
      4) Using a damp mop, clean stair grates.
      5) Underneath stairs, complete the floor finishing process.

6. **MEDICAL AND DENTAL AREAS** – Medical and Dental area is cleaned by the Number One shift Environmental Officer. The Number Three Shift Environmental Officer shall ensure that the on-unit medical triage area is cleaned.

   a. Equipment Required:

      1) Heavy-duty cleaner
      2) Broom
      3) Dustpan
      4) Sponge
      5) Mop

   b. Procedure:

      1) Obtain the heavy-duty solution.
      2) Put on a pair of rubber gloves.
      3) Sweep the floors to remove debris. Collect in a dustpan and discard in garbage can.
      4) Dip a sponge into the heavy-duty solution and wipe down the surfaces of all furniture. Rinse frequently.
      5) Clean all sinks, water fountains, ventilation duct grills and bathrooms.
      6) Spot wash all doors and walls to a height of eight feet.
      7) Mop the floor. Rinse the mop frequently.
      8) Clean all baseboards.
      9) Wax and buff floors as needed.
      10) Vacuum all floors with carpet.
      11) Sweep and mop holding cage.
      12) Dust all offices and office furniture; wash down surrounding walls.
      13) Wash your hands thoroughly.

APPENDIX 4

CULINARY CLEANING PROCEDURES

1. CHEMICAL-SANITIZING MACHINE

a. Equipment Required:

1) Bottle Brush
2) Clean cloth
3) Water

b. Procedure:

1) Daily (All three shifts)

a) Refer to manufacturer's manual.
b) Disassemble and clean inside and outside with clear water.
c) Use bottle brush to reach hard to reach areas
d) Allow clean water to run through tanks.
e) Check hidden closets for food debris and foreign objects.

2) Daily (Number Three Shift)

Use an acid cleaner to remove mineral deposits caused by hard water.

2. STATIONARY EQUIPMENT

a. Equipment Required:

1) Clean cloth and brush
2) Bucket
3) Water
4) Detergent
5) Sanitizer

b. Procedure:

1) Refer to equipment manufacturer's cleaning instructions.
2) Turn off and unplug equipment before cleaning. Refrigerators and freezers should be turned off but can be left plugged in.
3) Remove food and soil from under and around the equipment.

4) Remove detachable parts and manually wash, rinse and sanitize them, or run them through a warewasher if permitted. Allow them to air dry.
5) When washing sharp parts such as slicing blades, turn the blades away from yourself and wipe away from sharp edges.
6) Wash and rinse fixed food-contact surfaces, then wipe with chemical-sanitizing solution.
7) Keep cloths used for food-contact and non-food-contact surfaces in separate, properly marked containers of sanitizing solution.
8) Air dry all parts, then reassemble according to directions. Tighten all parts and guards.
9) Test equipment at recommended settings, and turn off.
10) Resanitize food-contact surfaces that were handled when putting the units back together by wiping with a cloth that has been submerged in sanitizing solution.

3. **REFRIGERATED UNITS**

a. Equipment Required:

1) Clean cloth and brush
2) Bucket
3) Water
4) Cleaning solution
5) Sanitizer

b. Procedure

1) Clean up spills in refrigerators and freezers immediately.
2) Clean and sanitize units daily to remove soil, mold, and odors.
3) Move food to another unit before you start cleaning.
4) Wash, rinse, and sanitize shelves.
5) Thoroughly clean walls, floors, door edges, and gaskets.

4. **FLOORS**

a. Equipment Required:

1) Clean cloth and brush
2) Bucket
3) Water
4) Detergent
5) Sanitizer

b. Procedure

1) Daily (All three shifts)

a) Floors shall be swept and damp-mopped after each meal.

2) Daily (Number One Shift)

a) Heavy-duty Floor Cleaning

(1) Mark the area being cleaned with safety signs or cones.
(2) Sweep the floor first. Use a dust-free compound or a vacuum cleaner.
(3) Use a deck or scrub brush and full-strength detergent on extra-soiled areas to remove grease and dirt.
(4) Mop or pressure-spray the area, working from the walls toward the floor drain. Soak the mop in a bucket of detergent solution and wring it out. Clean a ten-foot-by ten-foot area with both sides of the mop, using a figure-eight motion. Soak and wring out the mop, then clean the same area again.
(5) Remove excess water with a damp mop or squeegee, working away from the walls and toward the floor drain.
(6) Rinse thoroughly with clean water, using the same mopping procedure.

3) Weekly - Floors shall be pressure-cleaned on Number Two Shift.

a) Equipment Required:

(1) Broom
(2) Dust pan
(3) Pressure washer
(4) Detergent
(5) Squeegees
(6) “Wet Floor” signs

b) Procedure

See above instructions.

5. **Walls and Shelves**

a. Equipment Required:

1) Clean cloth
2) Bucket
3) Hot water
4) Detergent
5) Sanitizer

b. Procedure

1) Daily (Number Two Shift) Walls shall be cleaned at the beginning of the shift.

a) Clean tile and stainless-steel surfaces by spraying or sponging with a detergent solution.
b) Use a nylon scrub brush to clean dried-on soil or grease. Rinse with clean water, wipe down surfaces with a sanitizing solution.
c) When spray-cleaning, take care not to damage walls, and protect food, equipment, or nearby supplies.
d) Use a sponge or wet cloth to clean other wall surfaces, such as painted drywall.

2) Weekly - Walls shall be pressure-cleaned every Wednesday.

6. **Ceilings and Light Fixtures**

a. Equipment Required:

1) Broom
2) Clean Cloth
3) Bucket
4) Hot water
5) Detergent

b. Procedure

1) Daily - Check ceilings and light fixtures and remove cobwebs, dust, dirt or condensation.

2) Weekly - Wipe and rinse ceilings and light fixtures with a cloth.

7. **Serving Stations**

a. Equipment Required:

1) Clean cloths
2) Bucket
3) Hot water
4) Detergent
5) Sanitizer

b. Procedure

1) Clean up spills immediately. Clean wet and sticky spills with a damp cloth kept in sanitizing solution.
2) Wipe or sweep up dry foods with a dry cloth or broom.
3) Wash, rinse, and sanitize sinks and countertops at least daily or after each shift.
4) Insulated beverage containers and utensils used for self-service must be cleaned daily.
5) Items such as ice bins, beverage-dispensing nozzles and lines, and coffee grinders should be cleaned weekly.
6) Wash, rinse, and sanitize bus tubs manually or in the warewashing machine at least daily or after every shift.

8. **Restrooms**

a. Equipment Required:

1) Clean cloths
2) Broom & dust pan
3) Mop
4) Bucket
5) Detergent
6) Disinfectant

b. Procedure

1) Check employee restrooms regularly.
2) Restock soap, toilet paper and paper towels before they run out.

3) Clean sinks, mirrors, walls, floors, counters, dispensers, toilets, urinals and waste receptacles at least daily. Sanitize toilets and urinals at least once daily. Clean up accidents and spills as often as necessary.
4) Remove trash at least once daily, or as often as necessary.

APPENDIX 5

FOOD SERVICE MASTER CLEANING SCHEDULE

CENTRAL DETENTION FACILITY FOOD SERVICE MASTER CLEANING SCHEDULE				
ITEMS	**ACTION REQUIRED**	**TIMEFRAME**	**SUPPLIES/ EQUIPMENT**	**ASSIGNED SHIFT AND PERSONS**
NON-FOOD CONTACT SURFACES				
1. FLOORS	(1) Wipe up spills (2) Damp mop/sweep (3) Heavy-duty scrubbing (4) Pressure cleaning	(1) Immediately (2) After each meal (3) Beginning of shift one (4) Each Wednesday	(1) Mop and bucket, broom and dust pan (2) Mop and bucket, broom, dust pan, and detergent (3) Mop and bucket, broom, squeegees, dustpan, detergent, hot water and wet floor signs (4) Pressure washer, detergent, wet vac, mops, buckets, squeegees and wet floor signs	All Shifts (Contractor) All Shifts (DOC) Beginning of #2 Shift (DOC) End of meal on #3 Shift (DOC)
2. WALLS & CEILINGS (1) Above and below sinks (2) Around serving line kettles and steamers	(1) Wipe up spills (2) Pressure cleaning	(1) Immediately (2) Weekly/ Wednesdays	(1) Clean cloth, bucket and water, detergent (2) Pressure washer, wet vac, mop buckets , detergent and wet floor signs	All Shifts (Contractor) #2 Shift (DOC)
3. HOODS & FILTERS	(1) Empty grease traps (2) Clean inside and outside (3) Clean filters	Weekly/Tuesdays	Clean cloth, scrub brush, hot water, and degreaser.	#2 Shift (DOC)
4. GARBAGE DISPOSALS	(1) Clean outside (2) Clean inside (turn off power)	Daily Daily	(1) Clean cloth, detergent, hot water (2) Continuously running water, spray arm	(1) All Shifts (DOC) (2) All Shifts (DOC)
5. TRAY MACHINE	(1) Refer to manufacturer's manual. Disassemble, clean inside and outside with water (2) Disassemble,	Daily Daily	(1) Bottle brush, clean cloth, buckets and water (2) 1 gallon of Lime Away	All Shifts (DOC) #3 Shift

	clean and de-lime inside. Clean outside.			(DOC)

CENTRAL DETENTION FACILITY FOOD SERVICE MASTER CLEANING SCHEDULE				
ITEMS	**ACTION REQUIRED**	**TIMEFRAME**	**SUPPLIES/ EQUIPMENT**	**ASSIGNED SHIFT AND PERSONS**
6. REFRIG-ERATORS & FREEZERS	(1) Mop and clean walls, floors door inside (2) Clean doors on outside	Daily Daily	(1) Clean cloth, broom, mop and bucket, detergent and water. (2) Clean cloth, detergent and water	#2 Shift (Contractor) #2 Shift (DOC)
7. POT & PAN RACKS	Remove all pans and clean	Weekly/ Fridays	Bristle brush, detergent and water Tub & Tile cleaner	#1 Shift (DOC)
8. SHADOW BOARD	Remove and clean all utensils and board.	Weekly/Mondays	Clean cloth, detergent, and water	#2 Shift (DOC)
9. HAND-WASHING & PREP SINKS	Scrub, wash, rinse and continuously supply with soap and towels	As often as needed	Scouring powder, clean cloth, water, soap and towels	All Shifts (DOC)
10. BATHROOM	(1) Clean walls (2) Sweep and mop floors (3) Clean sinks (4) Clean toilets/urinals	(1) See walls (2) See floors (3) See hand washing & prep sinks (4) Scrub and clean daily	Cloths, detergent, water, broom, mop, bucket and disinfectant.	All Shifts (DOC)
11. FLOOR DRAINS	(1) Remove cover, scrub, clean and return to drains (2) Thoroughly clean with Ringmaster	Daily and after each shift Quarterly	Scrub brush, scouring powder, water and hose Ringmaster and hose	All Shifts (DOC) Pesticide Officer
12. TRASH CANS	(1) Dump trash (2) Scrub and wash	Daily Daily	Outside trash dumpster Scrub brush, detergent and water	All Shifts (DOC) #2 Shift (DOC)

CENTRAL DETENTION FACILITY FOOD SERVICE MASTER CLEANING SCHEDULE				
ITEMS	**ACTION REQUIRED**	**TIMEFRAME**	**SUPPLIES/ EQUIPMENT**	**ASSIGNED SHIFT AND PERSONS**
13. OFFICER'S DESK	Scrub and clean	Daily after each shift	Clean cloth, detergent and water	All Shifts (DOC)
14. ALL TELE-PHONES	Wash, rinse, sanitize, and air dry	Daily after each meal	Clean cloth, sanitizer and water	All Shifts (DOC)
15. WATER FOUNTAINS	(1) Wash, rinse, sanitize and air dry (2) De-lime	Daily Monthly/Tuesdays	(1) Clean cloth, hot water, and sanitizer (2) Lime Away	All Shifts (DOC) #2 Shift (DOC)
16. AIR CONDI-TIONER	Wipe down	Daily	Wet cloth	All Shifts (DOC)
17. WALL LOCKERS	Wipe down	Daily	Wet cloth	#2 Shift (DOC)
18. OFFICE – SUPER-VISOR	(1) Sweep and dust (2) Thoroughly clean	Daily Weekly	(1) Broom, dust pan, clean cloth (2) Clean cloth, broom, dust pan, mop, bucket, detergent and water	#2 Shift (Contractor) #2 Shift (Contractor)
19.ELEVATORS	Sweep, vacuum tracks, mop floors, wash, and sanitize walls	7:00am-after breakfast trash has been removed 2:00pm-after lunch trash has been removed 8:00pm-after dinner trash has been removed	Broom, vacuum cleaner, mop, bucket, water, detergent and sanitizer	All Shifts (DOC)

CENTRAL DETENTION FACILITY FOOD SERVICE MASTER CLEANING SCHEDULE				
ITEMS	**ACTION REQUIRED**	**TIMEFRAME**	**SUPPLIES/ EQUIPMENT**	**ASSIGNED SHIFT AND PERSONS**
FOOD CONTACT SURFACES				
20. WORK TABLES	Wash, rinse, sanitize, and air dry	Between uses and at end of day	Clean cloth, detergent, water and sanitizer	All Shifts (DOC & Contractors)
21. KETTLES	Scrub and clean inside and outside all kettles and surrounding walls (see #2/walls)	At the end of each feeding and between uses	Scrub brush, clean cloth, detergent and water	All Shifts (DOC)
22. WARMERS	(1) Remove all food (2) Scrub inside and outside all warmers and surrounding walls (see #2)	Daily after each use At the end of each feeding	Scrub brush, clean cloth, detergent and water	All Shifts (Contractor) All Shifts (DOC)
23. OVENS	Scrub and clean	Major cleaning-Mondays and other times as needed	Heavy duty gloves, grill bricks, scraper, and degreaser	#2 Shift (DOC)
24. STEAMERS	(1) Remove all food (2) Scrub and clean inside and outside all steamers and surrounding walls (see #2 walls)	Daily after each use At the end of each feeding	Scrub brush, clean cloth, detergent and water	All Shifts (Contractor) All shifts (DOC)
25. ICE MACHINES	(1) Clean outside (2) Turn one machine off each Monday on #2 shift (3) Wash, rinse and air dry inside machine	(1) Daily (2) Monthly 1st and 3rd Tuesdays #1 Machine 2nd and 4th Tuesdays #2 Machine	Clean cloth, detergent and water	All Shifts (DOC) #2 Shift (DOC)
26. MEAT CUTTER & DETACHABLE PARTS	Disassemble, wash, rinse, sanitize, and air dry	After each use	Clean cloth, detergent, sanitizer, and water	All Shifts (Contractor)

CENTRAL DETENTION FACILITY FOOD SERVICE MASTER CLEANING SCHEDULE				
ITEMS	**ACTION REQUIRED**	**TIMEFRAME**	**SUPPLIES/ EQUIPMENT**	**ASSIGNED SHIFT AND PERSONS**
27. MIXERS (machine) & DETACHABLE PARTS	(1) Wash, rinse, sanitize, and air dry (2) Wash, rinse, sanitize in three compartment sink, and air dry	After each use After each use	Clean cloth, detergent, sanitizer, and water	All Shifts (DOC)
28. CAN OPENERS	Disassemble, wash, rinse, sanitize, and air dry	After each use	Clean cloth, detergent, sanitizer, and water	All Shifts (Contractor)
29. BUFFALO CUTTER	Disassemble, wash, rinse, sanitize, and air dry	After each use	Clean cloth, detergent, sanitizer, and water	All Shifts (Contractor)
30. STEAM TABLE	(1) Scrub and clean inside and outside. Sanitize and let air dry. (2) De-lime to remove calcium build up	Daily after each meal Monthly on Tuesdays	(1) Clean cloth, hot water, detergent, and sanitizer (2) Lime Away	All Shifts (DOC) #2 Shift (DOC)
31. FOOD CARTS	(1) Scrub and clean inside, outside, and wheels (2) Remove mop strings and other debris from wheels of cart.	Daily after each meal	Scrub brush, clean cloth, detergent, bucket and water	All Shifts (DOC)
32. GRILLS (ODR)	Scrub and clean	Daily after each use	Ice, scraper and clean cloth	#2 Shift (DOC)

CENTRAL DETENTION FACILITY FOOD SERVICE MASTER CLEANING SCHEDULE				
ITEMS	**ACTION REQUIRED**	**TIMEFRAME**	**SUPPLIES/ EQUIPMENT**	**ASSIGNED SHIFT AND PERSONS**
33. POTS & PANS CUTTING BOARDS AND UTENSILS	(1) Scrape, scrub, clean, rinse, sanitize, and air dry (2) Remove all pots and pans from racks: scrub, clean, rinse, sanitize, and air dry	(1) Daily (2) Weekly/Fridays	(1) Scrub brush, clean cloth, detergent, and sanitizer (2) Scrub brush, clean cloth, detergent, and sanitizer	All Shifts (DOC) #1 Shift (DOC)
34. FOOD TRAYS	(1) Scrape and pre wash (2) Wash, rinse, sanitize, and air dry	Daily after each meal	Heavy duty gloves, Eco San, Solid Power, Jet Dry and tray machine	All Shifts (DOC)

APPENDIX 6

LINEN EXCHANGE

1. **After 8:00 p.m. Count**

    a. Sunday Night – Third Floor
    b. Tuesday Night – Second Floor
    c. Thursday Night – First Floor

2. **Jumpsuit Exchange at same time of linen exchange**

    a. Sunday Night – Third Floor
    b. Tuesday Night – Second Floor
    c. Thursday Night – First Floor

3. **Laundry Bag Collections**

    a. Third Floor – Sunday Night – Return Monday
    b. Second Floor – Tuesday Night – Return Wednesday
    c. First Floor – Thursday Night – Friday

APPENDIX 7

PRODUCT USAGE DIRECTIONS

4. 3M DISINFECTANT CLEANER

It is a violation of federal law to use this product in a manner inconsistent with its labeling. Refer to the CompuBlend II label or Technical Bulletin TB-C-85. (See page 4-13 for further information.)

3M Disinfectant Cleaner as dispensed by the CompuBlend II System is Base V diluted ½ ounce per one gallon of water.

Directions

Dispense 3M Disinfectant Cleaner into a clean container.
For sprayer applications, use a coarse spray device. Spray six to eight inches from surface; rub with brush, sponge or cloth. Do not breathe spray mist.

Applications

3M Disinfectant Cleaner is a proven “one-step” disinfectant- cleaner-sanitizer-fungicide-mildewstat-virucide that is effective in water up to 400 ppm hardness in the presence of 5% serum contamination.

Thoroughly apply 3M Disinfectant Cleaner to walls, floors, and other hard, non-porous surfaces such as tables, chairs, countertops, sinks, tile, porcelain, and bed frames with a cloth, mop or mechanical spray device. For heavily soiled areas, a preliminary cleaning is required. Prepare a fresh solution daily or as solution becomes visibly dirty.

CAUTION!

May cause eye irritation. Avoid contact with eyes. In case of eye contact, immediately flush eyes with plenty of water. Avoid breathing mist. For additional information read label of CompuBlend II Base V or Technical Bulletin TB-C-85. (See page 4-13.)

TECHNICAL BULLETIN TB-C-85 IS AVAILABLE IN THE SUPPLY UNIT AND THE MSDS FOLDER LOCATED IN ALL UNIT CONTROL MODULES AND UNIT STORAGE CABINETS.

5. 3M HEAVY- DUTY CLEANER

Application

This product is designed to clean heavily soiled floors, walls, equipment, and other washable surfaces.

NOTE

Do not use this product on aluminum surfaces. For painted surfaces, test an inconspicuous part of the area to be cleaned to be sure that the product does not remove the paint. Finished floors may require buffing or recoating after cleaning.

Directions (Floor)

Dispense 3M Heavy-Duty Cleaner from the CompuBlend II System into the desired container. Dust mop. Apply the solution with a mop. Rinse the surface with clean, warm water.

Directions (Other Surfaces)

1. Dispense 3M Heavy-Duty cleaner from the CompuBlend II System into desired container.
2. Apply the solution with spray bottle, sponge, or brush.
3. Scrub as required to clean the surface.
4. Wipe the surface dry.

CAUTION!

May cause eye irritation. Avoid contact with eyes. In case of eye contact, immediately flush eyes with plenty of water.

MSDS SHEETS ARE AVAILABLE IN THE SUPPLY UNIT AND THE MSDS FOLDER LOCATED IN ALL UNIT CONTROL MODULES AND STORAGE CABINETS.

6. **ZEP MICRONEX**

FOR USE IN SHOWERS ONLY

Description
Zep Micronex is a concentrated, multi-purpose, hospital- grade, germicidal detergent and deodorant effective in hard water. It contains a blend of non-ionic detergents, builders, and water softening agents and powerful quaternary ammonium germicides.

Directions
Use with gloves. Remove heavy soil deposits from surface. Then thoroughly wet surface with a solution of ½ ounce of the concentrate per gallon of water. The solution can be applied with a cloth, mop, sponge, or coarse spray, or soaking. Let solution remain on surface for a minimum of 10 minutes. Rinse or allow to air dry. Rinsing of floors is not necessary unless they are to be waxed or polished. Prepare a fresh solution when the solution becomes visibly dirty or diluted.

CAUTION!

Causes eye damage and severe skin irritation. Harmful if swallowed. Do not get in eyes, on skin or on clothing. When handling product, protect eyes by wearing goggles or face shield, and protect skin by wearing rubber gloves. Wash thoroughly with soap and water after handling. Remove contaminated clothing and wash before reuse.

MSDS SHEETS ARE AVAILABLE IN THE SUPPLY UNIT AND THE MSDS FOLDER LOCATED IN ALL UNIT CONTROL MODULES AND SUPPLY CABINETS.

DISTRICT OF COLUMBIA
DEPARTMENT OF CORRECTIONS

Program Statement

OPI: OICCA
Number: 2000.2
Date: April 6, 2001
Subject: Retention and Disposal of Department Records

1. **PURPOSE AND SCOPE.** To issue a Records Retention Schedule and emergency implementation procedures for a record disposition and disposal program for the DCDC. A records disposition program provides for the effective and efficient management of records no longer needed in office space to conduct current business.

   This directive does not contain procedures for management of microfiche, audiovisual and electronic records.

2. **PROGRAM OBJECTIVES.**

   a. Records will be disposed of in compliance with the *Records Retention Schedule* (Attachments 1 and 2).

   b. Temporary records whose authorized retention periods have expired will be promptly disposed of, usually by destruction or occasionally by authorized donation to eligible persons or organizations.

   b. Records no longer needed in the office space but not yet eligible for final disposition will be timely and systematically transferred to a designated records storage site.

   c. The identification, retiring, transfer and retrieval of records at the Washington National Records Center (WNRC) shall be timely implemented.

3. **DIRECTIVES REFERENCED**

   D.O. 1300.1A "Freedom of Information Act (FOIA) and Privacy Act," (4/5/78)

4. **AUTHORITY**

   a. D.C. Code Chapter 29 "Public Records Management" §§ 1-2901, 2902 and 2906

b. District Personnel Manual (DPM), Chapter 31A, "Records Management and Privacy of records.

5. STANDARDS REFERENCED

a. American Correctional Association 2nd Edition Standards for Administration of Correctional Agencies: 2-CO-1E-01.

b. American Correctional Association 3rd Edition Standards for Adult Local Detention Facilities: 3-ALDF-1E-01

c. American Correctional Association (ACA) 3rd Edition Standards for Adult Correctional Institutions: 3-4092

d. American Correctional Association 3RD Edition Standards for Adult Community Release Services: 3ACRS-1E-01

6. RESPONSIBILITIES

a. **THE RECORDS MANAGEMENT OFFICE (DCRMO) for the District of Columbia Government.** Provides oversight for the DCDC records management program. This agency is responsible for appraising all District records, approving their disposition, providing program assistance and records center storage, evaluating records management programs and serving as the custodian of permanent records.

b. **DCDC RECORDS ADMINISTRATOR.** In accordance with D.C. Code § 1-2906, an employee shall be designated as the Records Management Officer of the Agency, who shall carry out the records management program activities and serve as liaison to the D.C. Public Records Administrator. Program responsibilities include issuing up-to-date records management program directives, staff training and monitoring of the program to ensure compliance with the DCDC policy and procedures, and D.C. government statues and regulations. The DCDC Records Management Officer shall :

1) Lead and manage a department-wide records management program.

2) Develop records management policies, procedures, guidance and training materials.

3) Coordinate the approval of the Department's records disposition schedules and training materials.

4) Coordinate records management issues with other D.C. Government agencies.

5) Serve as the DCDC Vital Records Officer and coordinate with the department's

emergency management program.

6) Ensure that designated DCDC staff are aware of their records management responsibilities.

7) Conduct periodic evaluations of the records management programs within the DCDC.

8) Implement approved records dispositions, ensuring that no records are destroyed without proper authorization as specified by the D.C. Records Schedule.

9) Inventory and schedule records created and maintained by the DCDC.

10) Systematically review records disposition schedules, file plans, and procedures on a triennial basis to ensure that they are current and update them as necessary.

11) Conduct a program of regular internal records management reviews to assist programs in implementing appropriate records management procedures.

c. **The DCDC General Counsel** shall assist in determining what records are needed to provide adequate and proper documentation of Department activities and in specifying appropriate retention for records. The Inspector General shall assist in determining the retention of Department records that may be needed for internal audit purposes. Department managers are responsible for ensuring that their programs are properly documented and that records created by their program areas are managed according to relevant regulations and policies.

d. **DCDC Executives, Wardens, Administrators and Office Chiefs** shall:

1) Ensure that this directive is implemented and adhered to within their respective areas of program responsibility.

2) Each Executive Manager, Warden, Administrator or office chief shall conduct an annual Internal Review, documenting compliance with procedures contained within this directive.

e. All **DCDC employees and contract staff** shall:

1) Safeguard all records they create, collect or maintain commensurate with the risk and magnitude of the harm that would result from the loss, misuse, unauthorized access to or modification of information. Appropriate safeguard's shall be adopted to ensure confidentiality and overall security as required in PS 1300.1B "Freedom of Information Act (FOIA) and Privacy Act".

2) Conduct work in accordance with D.C. Government records management regulations and DCDC records management policy and procedures.

3) Create and manage the records necessary to document their official activities. This includes creating appropriate records documenting meetings, conversations, electronic mail messages, telephone calls and other forms of communication that affect the conduct of official Department business.

4) Destroy records ***only*** in accordance with approved records disposition schedules, and remove records from the DCDC ***only*** with authorization.

5) File personal papers and nonrecord materials separately from official DCDC records.

f. The DCDC Training Administrator shall, in consultation with the Records Administrator, develop and administer training for identified employees to ensure that requirements of this Program Statement are met.

7. REQUIREMENTS

a. **RECORDS MANAGEMENT.** Records Management means the managerial activities involved with respect to records creation, records maintenance and use, and records disposition in order to achieve adequate and proper documentation of the policies and transactions of the District Government, and effective and economical management of agency operations.

in setting forth records management responsibilities, District law requires each agency head to make and preserve records containing adequate and proper documentation of the organization, functions, policies, decisions, procedures, and essential transactions of the agency, that are designed to furnish the information necessary to protect the legal and financial rights of the Government and of persons directly affected by the agency's activities.

b. **RECORDS.** As the basic administrative tool by which the Government does its work, records are a basic component of each agency's information resources.

1) Records are important because they: protect the legal, financial, and other rights of the Government and its citizens; ensure continuity and consistency in administration; assist agency officials and their successors in making informed policy and program judgments; provide information required by the Congress and others to oversee the agency's activities; and document the agency's organization, structure, and achievements.

2) Records are made or received by a District agency either to comply with a law or to conduct public business. As a result, they belong to the Government rather than to

individuals, and their legal disposition depends on the prior approval of the Archivist of the District of Columbia.

3) Records are, or should be, preserved because they constitute evidence or contain information of value. They document an agency's organization, functions, and activities or the persons, places, things, or matters dealt with by an agency. Agency records' value falls into three overlapping categories:

a) Administrative Value

All records have administrative value because they are necessary to conduct the agency's current business. The duration of this value may be long or short. Some records, such as program directives, have long-term administrative value. Others, such as messenger service files, have short-term administrative value. Many records at operating levels have short-term administrative value because they are correspondence duplicated elsewhere, reports summarized at higher agency levels, or logs serving as temporary controls.

b) Fiscal Value

Along with general administrative value, some records may have fiscal value. Records with fiscal value document the agency's financial transactions and obligations. They include budget records, which show how expenditures were planned; voucher or expenditure records, that indicate the purposes for which funds were spent; and accounting records, that classify and summarize agency expenditures.

c) Legal Value

Besides administrative and fiscal value, records may also have legal value. Special concern for legal value applies only to temporary records, because if records are permanent they will always be available to protect legal rights. The DCRS designates as temporary many records with legal value, such as those relating to contracts, claims, property disposal, payroll, and civilian personnel.

Some legal values relate to records that the law requires the Government to create and maintain in the course of its operations. Others, however, are quite broad and do not necessarily involve an agency's operations. Instead they are intended to protect the rights of individuals and organizations. Such records are useful in documenting legally enforceable rights or obligations of the Government and persons directly affected by an agency's activities.

Examples of records with legal value include formal decisions and legal opinions; documents containing evidence of actions in particular cases, such as claims papers and legal dockets; and documents involving legal agreements, such as leases, titles, and contracts. They also include records relating to criminal investigations, workers' compensation, exposure to hazardous material,

and the issuance of licenses and permits. Still other examples include records relating to loans, subsidies, and grants; entitlement programs such as food stamps and social security; and survivor benefits in Government pension and other programs.

4) Records vary widely in their physical form or characteristics. They may be on paper, electronic, audiovisual, microform, or other media.

5) According to the life cycle concept, records go through three basic stages: (1) creation (or receipt), (2) maintenance and use, and (3) disposition.

   a) **Disposition** means those actions taken regarding District records after they are no longer needed in office space to conduct current agency business.

   b) **Disposal** refers to only those final actions taken regarding temporary records that expire after their retention periods. It normally means destruction of the record content, such as by recycling or burning the record. It is the final action taken regarding expiration of a temporary records retention period. The term is also used occasionally to mean the transfer of temporary records from District control by donating them to an eligible person or organization after receiving the DCRMO's approval.

   c) **Scheduling** records is the process of developing a document that provides mandatory instruction for what to do with records no longer needed for current government business. This document is the DCDC Records Retention Schedule.

6) Most records cannot and should not be kept permanently or even for long periods. All records, regardless of media, fall into one of two categories for disposition purposes:

   a) **Temporary records.** These should be destroyed, or in rare instances donated, after a fixed period of time or after occurrence of a specified event. The time may range from a few months to many years. Most District records are temporary.

   b) **Permanent records.** These are sufficiently valuable for historical or other purposes to warrant continued preservation by the District Government. Relatively few District records are permanent, although the exact percentage differs from agency to agency.

7) Nonrecord Materials

   a) Only the Records Administrator shall determine record or nonrecord status, after obtaining any necessary advice from the agency's legal counsel. The following guidelines apply to nonrecords:

(1) Nonrecord materials should not be filed together with records.

(2) Nonrecord materials should be destroyed when no longer needed for reference.

(3) DCRMO's approval is not required to destroy such materials.

b) Nonrecord materials currently include:

(1) Information copies of correspondence, directives, forms, and other documents on which no administrative action is recorded or taken.

(2) Routing slips and transmittal sheets adding no information to that contained in the transmitted material.

(3) Tickler, follow up, or suspense copies of correspondence, provided they are extra copies of the originals.

(4) Duplicate copies of documents maintained in the same file.

(5) Extra copies of printed or processed materials for which complete record sets exist, such as current and superseded manuals maintained outside the office responsible for maintaining the record set.

(6) Catalogs, trade journals, and other publications that are received from other Government agencies, commercial firms, or private institutions and that require no action and are not part of a case on which action is taken.

(7) Physical exhibits, artifacts, and other material objects lacking evidential value.

8) **Personal Papers**

a) Some Government employees, especially executives, senior staff, scientists, and other specialists, accumulate and keep various personal papers at the office. The maintenance of personal papers in agency space and equipment requires agency approval and also compliance with District and agency requirements. If kept there, such personal papers must be clearly designated as such and maintained separately from records.

b) Personal papers are documentary materials belonging to an individual that are not used to conduct agency business. They relate solely to an individual's personal and private affairs or are used exclusively for that individual's convenience. They may refer to or comment on the subject matter of agency business, provided they are not used to conduct that business. In contrast to both records and nonrecord materials, personal papers are not Government-

owned. Certain documentary materials are clearly personal and may readily be identified and claimed as such. Categories of personal papers include:

c) Materials accumulated by an individual before joining Government service that are not later used to conduct Government business. Examples include previous work files, political materials, and reference files.

(1) Materials brought into or accumulated in the office that are not used to conduct agency business and that relate solely to an individual's family matters, outside business pursuits, professional activities, or private political associations. Examples include family and personal correspondence, volunteer and community service records, literature from professional organizations, and manuscripts and drafts of articles and books.

(2) Work-related materials, such as diaries, journals, notes, personal calendars, and appointment schedules, that are not prepared, received, or used in the process of transacting agency business. Although these materials contain work-related information, they are personal papers if they are claimed as such and serve only the individual's own purpose (e.g., as reminders and personal observations about work-related and other topics). This category is the most difficult to distinguish from agency records because of its work-related content.

d) Some materials appearing to be personal papers could prove to be agency records. Determining their record status depends on all the circumstances of their creation, maintenance and use, and disposition.

e) Even though documentary materials may have designations such as "personal," "confidential," or "private," they are records if they are created or received by the agency to conduct Government business and if they are preserved or appropriate for preservation because they document the agency's organization, functions, and activities or contain information on the persons, places, things, or matters dealt with by the agency.

f) Employees shall be careful not to mix personal papers with District records. Although personal papers may be destroyed or removed at the owner's discretion, it is illegal to destroy or remove records without proper authorization.

9. PROCEDURES.

Each employee and manager of the DCDC shall manage records throughout their life cycle that includes the following components:

a. Records Creation/Collection. An official record shall be created to appropriately document all department functions, policies, decisions, procedures and essential transactions.

b. Records Maintenance and Use. Record filing, indexing and storage shall be maintained in accordance with DO 1210.1A, "Department of Corrections Standard Filing System", dated September 1, 1974.

c. Records Disposition

1) DCDC records that match those identified in the overall District of Columbia Government Records Retention Schedule are listed in Attachment 1. This schedule shall be strictly and timely adhered to for the disposition and disposal of identified records.

2) In addition, DCDC specific records are identified in the DCDC Records Retention Schedule (Attachment 2). This schedule shall be strictly and timely adhered to for the disposition and disposal of identified records.

2) Employees shall not destroy any records that are not included on the Records Retention Schedule. In this instance, the employee shall consult with the DCDC Records Administrator for disposition guidance.

3) Requested changes to the Records Retention Schedule (i.e., to include records not contained in the Records Retention Schedule or to transfer, retain or destroy records for a different time period) must be submitted to the DCDC Records Administrator for change approval by the DCRMO.

3) Identify and segregate files that are targeted for storage, transfer, or destruction.

10. Storage of Records Outside of the Office

a. Each employee must pack records in the original filing order or a logical order that requires minimum retrieval time.

1) Only boxes of the type and size contained on page 1 of Attachment 2 can be used.

2) Pack the boxes as if they are file drawers. They should be in the same order in which are maintained in active files.

3) Place letter-size records in the box with labels facing the numbered end. The numbered end should be opposite the stapled end.

4) Place legal-size records in the box so that the labels face the left of the box as you face the numbered end.

5) Leave all guides and tabs in the records if they will help WNRC personnel service the records.

6) Do not over pack the boxes. Do not add additional material.

7) Each box must be at least 3/4 full.

8) Using a black magic marker, in the upper left corner of the box, write the Accession Number (for example: 351-99-111). The (351) describes the records group classification. The (99) describes the year the records are transferred or marked for storage. The (111) describes the one time unique number of the records that are transferred or stored.

9) On the upper right corner of the box, same side as the accession number, write the number of the particular box and the total number of the boxes in the entire accession group. For example, label the first box in an accession group of 50 boxes, 1/50. The one represents the first box in an accession group of 50.

10) Prepare a list of the files that are contained in each storage box.

b. The procedures listed below shall be adhered to in the retirement of records to the National Records Center (NRC).

1) Perform all Steps In § a.(1) through (10) above.

2) Complete the SF 135 Washington National Records Center (WNRC) request and forward it to the DCDC Records Administrator

3) The Records Administrator shall review the request to determine that it complies with the DCDC Retention Schedule and the procedures contained herein. Requests determined to be in noncompliance will be returned to the requesting service area for corrective action.

4) Requests meeting the necessary requirements for retirement to WNRC shall be logged into the Request for Records Retirement database for tracking and transport purposes.

5) The DCDC Records Administrator shall forward each Request for Retirement to the D.C. Records Management Office for approval.

6) The DCDC Records Administrator shall log each approval in the tracking database and return the approved request(s) to the requesting service area with the required SF 135, "Records Transmittal and Receipt".

7) Records shall be prepared for retirement to the WNRC in accordance with Attachment 2, page 12 and transported to the Lorton Supply Management Office for pickup and delivery to the WNRC. The original SF 135 shall be submitted with approved records for retirement.

8) A sample of each record being retired or destroyed (see Section 11 for destruction) shall be included with the SF 135 or the documented request for destruction.

11. Disposal of Records. Temporary records no longer needed to conduct agency business shall be disposed of by destruction as follows:

a. Utilization of shredders when the volume of records do not exceed 25 boxes

b. Sent to the Office of Facilities Management to be burned at the authorized incinerator, or

c. By donation to an eligible person(s) or organization(s) after receiving approval by the D.C. Records Management Office.

For recordkeeping purposes service areas shall provide the DCDC Records Administrator with a listing of all records destroyed and/or donated. The list shall include date of and means of disposal; if donated, the name and location of the individual or organization receiving the donated records.

Odie Washington
Director

Attachment - DCDC Records Retention and Disposal Schedule

PS 2000.2
4/6/01
Attachment 1

REQUEST FOR APPROVAL OF AGENCY RECORDS RETENTION SCHEDULE

1. Name of Agency	2. Schedule No.	3. Amendment No.
DC DEPARTMENT OF CORRECTIONS	01-01	

4. Person with Whom to Confer	5. Address	6. Telephone
Regina C. Gilmore	1923 Vermont Ave N-119 NW DC 20001-4125	(202) 671-2059

7. Action Requested

A. _____ Approval of agency records retention schedule

B. _____ Approval of amendment to agency retention schedule

C. X Approval of revised agency retention schedule

8. Remarks

Signature of Agency Representative	Title	Date
Odie Washington	Director	4/5/01

CONCURRENCES AND APPROVALS

Robert S. Nelson	April 6, 2001
Signature of D.C. Archivist	Date
[illegible]	06 Apr 01
Signature of Public Records Administrator	Date

PS 2000.2
4/12/01
Attachment 2

D.C. Records Schedule 701-01
D.C. DEPARTMENT OF CORRECTIONS

District of Columbia Government
SCHEDULE ~ AMENDMENT
RECORDS RETENTION SCHEDULE 701-01

Item	Records Series Description	Total Retention	Maintain In Office	Retention In Records Center
	DEPARTMENT OF CORRECTIONS The D.C. Department of Corrections (DCDC) was established pursuant to D.C. Code 24-441 to be under the charge of a Director appointed by the Mayor of the District of Columbia. The DCDC is responsible for the safekeeping, care, protection, instruction, and discipline of all persons committed to its prisons, institutions and facilities, promulgates rules and regulations for the establishment of industries, farms, and other activities, to classify the inmates, and to provide for their proper treatment, care, rehabilitation and reformations.			
	Office of the Director The Office of the Director provides overall leadership in the formulation, development, and implementation of policy, plans, and programs to carry out the mission and philosophy of the Department. Monitors and ensures that court ordered requirements are met and represents the agency on compliance matters before the general public, Mayor, D.C. City Council and Congress.			
1	**Subject Files.** Arranged chronologically by program area. Files include general correspondence and memoranda, meeting minutes with internal staff, Mayoral Cabinet meetings, one fund Reports, speeches, records that document the organization's, policies, procedures, schedule of daily activities, plans, reports, manuals, and management reform policy, and other records that document other major functions of the office. **Permanent.** Weed files of duplicate and other non-records. Cut files at the end of the calendar year. Retain in office (inactive files) for 2 years. Transfer to Records Center for 4 years. Transfer to Archives when 5 years old.	**Permanent**	2 years	3 Years **Transfer To Archives**
2	**Investigative Report Files.** Arranged chronological by date and thereafter by pre-assigned numbers. Files include correspondence, sexual harassment complaints, extraordinary occurrence/ significant incident reports, after action investigative reports, and other related records. **Permanent.** Cut files 1 year after investigation is completed. Retain in office for 3 years. Transfer to Records Center for 3 years. Review by Archives for final disposition 7 years after investigation is completed.	**Review by Archives in 7 years**	3 years	4 years

District of Columbia Government
SCHEDULE ~ AMENDMENT
RECORDS RETENTION SCHEDULE 701-01

Item	Records Series Description	Total Retention	Maintain In Office	Retention in Records Center
	Office of the General Counsel (OGC)			
	The Office of the General Counsel provides legal advice and guidance to the Director and executive staff of the DCDC. Coordinates legal training and program development-, serves as a Point of Contact For other law enforcement agencies.			
3	**Case Files.** Arranged chronologically by Civil Action No. Files include complaint forms, correspondence, notices, notes, discovery documents, testimonies, reports, transcripts, and other related records and materials. Cut files when case is closed. Retain in office 2 years after final disposition. Transfer to Records Center for 5 years. Destroy 7 years after final disposition.	7 Years	2 Years	5 Years
4	**Notices of Intent to Sue.** Filed alphabetically by last name. Files include notices of intent to sue, Correspondence, notes, and other related records. Cut files at end of calendar year. Retain in office 2 years. Destroy 3 years after filing date.	3 Years		
5	**Special Master Files:** CA 93-2420 Bessye Neal vs. DCDC - Class Action (Sexual Harassment) Law Suit filed by Bessye Neal. Arranged alphabetically by last name of complainant, and thereafter by members of Protective Class who qualified to be included in the Class Action suit. Files include complaints, testimonies, correspondence, court orders, recommendations, resolutions, transcripts, and other related records. Cut files when case is closed. Retain in office 3 years. Transfer to Records Center for 5 years. Offer to Archives when 8 years old.	**Permanent**	3Years	**5 Years to Archives**
6	**Subpoenas.** Filed chronologically by Civil Action No. Files include legal orders requesting people to testify in court, correspondence, and other related documents. Cut files at end of calendar year. Retain in office for 2 years. Transfer to Records Center for 3 years. Destroy after 5 years.	5 Years	2 Years	3 Years

District of Columbia Government
SCHEDULE ~ AMENDMENT
RECORDS RETENTION SCHEDULE 701-01

Item	Records Series Description	Total Retention	Maintain In Office	Retention in Records Center
7	**Interstate Detailer on Agreement Act Forms.** Arranged alphabetically by inmate's name. Files include Correspondence, inmate transfer request forms, and other related documents. Cut files at end of calendar year. Retain in office for 1 year. Destroy after 2 year.	2 years	1 year	
8	**Freedom of Information (FOIA) Files** See District of Columbia General Records Schedule (DCGRS), Schedule 14, Items 16-20.			
	Office of Internal Affairs The Office of Internal Affairs conducts investigations to ensure that the agency's programs are operating in compliance with laws, regulations, policies, procedures, and standards to protect the agency against fraud, abuse and unlawful conduct of its employees-, and to investigate reports of escape and apprehension of inmates.			
9	**Subject Files.** Arranged alphabetically by subject. Files include correspondence, memoranda, reports and other related documents. Cut files at end of calendar year. Retain in office (inactive files) for 1 year. Transfer to Records Center for 3 years. Destroy after 5 years.	5 years	1 year	4 years
10	**Investigation Files.** Arranged chronologically by date. Files includes correspondence, notes, reports Reports, forms, and other related documents. Cut files 1 year after completion of investigation. Retain in office for 4 years. Transfer to Records Center for 3 years. Offer to Archives after 8 years.	8 years	5 years	4 years
	Office of Public Affairs Provides direction and management of public information services. Disseminates information to the media and community relative to escapes, institution/facility disturbances and employee Misconduct.			

District of Columbia Government
SCHEDULE ~AMENDMENT
RECORDS RETENTION SCHEDULE 701-01

Item	Records Series Description	Total Retention	Maintain in Office	Retention in Records Center
11	**Subject Files.** Arranged alphabetically by subject and thereunder chronological by dates. Files include Correspondence public statements, testimonies, speeches, inmate consent and media forms. **Permanent.** Cut files at the end of the calendar year. Retain in office for 4 years. Transfer to Records Center for 3years. Offer to Archives after 8 years.	Permanent	5 Years	3 Years
12	**News releases.** Arrange chronologically by dates. **Permanent.** Cut at end of calendar year. Retain in office 2 years. Transfer to Records Center for 2 years old. Offer to Archives after 4 years.	Permanent	2 Years	2 Years
13	**Office Files.** Arranged alphabetically by subject. Files include correspondence, legislation, studies, reports, mayoral orders and memoranda, and other related files. Cut file at 4-year intervals. Retain in office for I year. Transfer to Records Center for 3 years. After 8 Years, review by Archives for final disposition.	Review by Archives for Final Disposition	5 Years	3 Years
	Office of Internal Controls, Compliance and Accreditation The Office of Internal Controls, Compliance and Accreditation ensures the agency complies with laws, Constitutional requirements, local regulations, policies and procedures, and national standards for prisons via annual audits. It manages the agency Policy and Procedures and accreditation programs.			
14	**Subject Files.** Arranged chronologically by [assigned number] of institutions. Files include Correspondence, court orders, compliance, audit, tracking reports, special officer and monthly reports, abatement plans, memoranda of agreement (MOA), and legal opinions. Cut files at end of calendar year. Retain in office for 5 years. Transfer to Records Center for 5 Years. Destroy after 10 years.	10 Years	5 Years	5 Years
15	**Survey and Inspection Files.** See DCGRS, Schedule 18, Item 10.			

District of Columbia Government
SCHEDULE AMENDMENT Page 5 of 16
RECORDS RETENTION SCHEDULE 701-01

Item	Records Series Description	Total Retention	Maintain In Office	Retention in Records Center
16	**Administrative Management Records.** Formal directives, i.e. Program Statements, Operation Memorandum, Technical Reference Manuals, Program Guidelines, and procedural and operations manuals. No cut off. On-going files.	Permanent		
	External Confinement and Monitoring The Office of External Confinement and Monitoring monitors contract with privately run correctional facilities in compliance with the National Capitol Revitalization and Self Government Act of 1997.			
17	**Program Files.** Arranged alphabetically by subject and thereunder chronologically by date. Files include correspondence, incidents, facilities inspections, and annual reports, contracts, service, facilities, inmate housing files, daily inmate population count files, and other related records. Cut files at end of the calendar year. Retain in office 1 year. Transfer to Records Center for 3 years. Destroy after 8 years.	8 Years	5 Years	3 Years
18	**Survey and Inspection Files.** See DCGRS, Schedule 18, Item 10.			
19	**CA No. 90-793 Green v. DC Compliance Reports.** Arranged chronologically by date and thereafter Numerically by pre-assigned number of report. Files include correspondence, logs of court related services provided to inmates, law library materials list, and other related records. Cut files at end of calendar year. Retain in office for 2 years. Destroy when 2 years old, or when no longer needed.	3 Years	3 Years	
	Financial Management The Office of Financial Management develops and monitors DCDC's budget. The Office is Responsible for making vendor's payments, revenue collections, and processing of the Agency's payroll and the inmate banking system.			
20	**Standard Deposit Ticket.** Arranged chronologically by dates and thereunder numerically by ticket. Files include financial records relating to collection of and custody money, deposit forms, appropriation Warrants, and certificate of deposits.	5 Years after audit	2 Years after Audit	3 Years after audit

	Cut files after audit. Retain in office for 2 years. Transfer to Records Center for 3 years. Destroy 5 years after audit.			

District of Columbia Government
SCHEDULE AMENDMENT
RECORDS RETENTION SCHEDULE 701-01

Items	Records Retention Series	Total Retention	Maintain in Office	Retention in Records Center
21	SOAR (Standard of Accounting and Reporting) Revenue/Receipts. Arranged chronologically by Dates and numerically by receipts. Files include the availability, collection, custody and deposit of Funds, including appropriation warrants and certificate in the SOAR system. Cut files after audit. Retain in office for 3 years. Transfer to Records Center for 5 years. Destroy 8 years after audit.	8 Years after Audit	3 Years after Audit	5 Years after audit
22	**Accountable Officers' Account Records.** See DCGRS, Schedule 6.			
23	**Payroll and Pay Administration Records.** See DCGRS, Schedule 2.			
24	**Expenditure Accounting Records.** See DCGRS, Schedule 7.			
25	**Voucher Schedule Payment.** Arranged chronologically.			
26	**Procurement, Supply, and Grant Records.** See DCGRS, Schedule 3.			
27	**Travel and Transportation Records.** See DCGRS Schedule 9.			
	Deputy Director for Administration The Office of the Deputy Director for Administration provides overall direction for program Analysis, Human Resource Management, Health Services, Special Needs/Religious and Volunteer Services, Facilities Management, Supply Management, Transportation Unit, and Management Information Systems.			
28	**Subject Files.** Files arranged according alphabetically by program area . Files include Correspondence memoranda, meeting minutes; plans, reports, manuals, directives, legal Records, operation and administrative files, and records that document the organization, policies, Procedures, and major functions of the office. Cut files at 4-year interval. Retain in office for 1 year. Transfer to Records Center after 3 years. Offer Archives when 8 years old.	Permanent	5 years	3 years to Archives

District of Columbia Government
SCHEDULE AMENDMENT
RECORDS RETENTION SCHEDULE 701-01

Items	Records Series Description	Total Retention	Maintain in Office	Retention in Records Center
29	**Labor Management Relations Records.** See DCGRS, Schedule 1, Item 24			
	Supply Management. This Unit is responsible for the management and inventory of supplies and Equipment for the Agency.			
30	**Property Disposal Records.** See DCGRS, Schedule 4.			
31	**Reformatory/Inmate Squad Count Slip.** Arranged chronologically by date, and thereunder by last name of inmate. Content on slip includes head count, accountability, and tracking information.	1 year destroy		
	Retain in office for 1 year then destroy.			
32	**Communication Records.** See DCGRS, Schedule 12.			
33	**Subject Files.** Arranged numerically. Includes Sewage and Waste Test Report, Daily Work Tickets for Repairs and other files as listed.	5 years	3 years	2 years
	Cut files December 1st Retain in office for 3 years. Transfer to Records Center for 2 years. Destroy when 5 years old.			
34	**Architectural Design, and Engineering Drawings and Related Records** (Easement and Right-Away, Deeds. Property Transfers). See DCGRS, Schedule 22.			
35	**Lorton Closure Reports.** Arranged chronologically by date and thereunder numerically by pre-Determined identification numbers. Reports consist of database that lists task, and duration, start, and finish dates.	**Permanent**	**1 year or When report Is completed**	**4 years to Archives**
	Cut files at end of calendar year or when report is completed. Transfer to Records Center for 4 years. Offer to Archives when 5 years old.			

District of Columbia Government
SHEDULE ~ AMENDMENT
RECORDS RETENTION SCHEDULE 11701-01

Item	Records Series Description	Total Retention	Maintain in Office	Retention in Records Center
	Transportation Unit. This Unit is responsible for the overall inmate transportation services and provides maintenance for the Agency motor fleet.			
36	**Subject Files.** Arranged chronologically by date. Files include correspondence, motor vehicle, maintenance, operations, service, and repair records, and other records related to the functions of the office. Cut files at end of calendar year. Retain in office for I year. Destroy after 2 years.	2 Years Destroy		
37	**Motor Vehicle Maintenance and Operation Records.** See DCGRS, Schedule 10.			
38	**Background Reports.** Arranged chronologically by date. Files include a ledger or worksheet, related records. Information on ledger or worksheet includes weapons, radio, and other vehicle inventories, inmate movement, work detail count sheets, court bus manifest, time and attendance, master roster, shift compliment, overtime justification, medical and escorted trips transport manifests, inter-institutional transfer sheets and other related transfer information. Cut files when ledger or worksheet is discontinued. Transfer to Records Center for 2 years. Destroy after 3 years.	3 Years Destroy	1 Year	2 Years.
	Human Resource Management Unit. This Unit provides for management/labor relations, drug testing, employee training, Equal Employment Opportunity (EEO), Employee Assistance Program, personnel recruitment, employee development and compensation monitoring.			
39	**Personnel Records.** See DCGRS, Schedule 1.			
	Training Administration Unit. This Unit provides training for employee career and professional growth and development.			
40	**Training Records.** See DCGRS, Schedule 1, Item 25.			

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RECORDS RETENTION SCHEDULE 701-01

Item	Records Series Description	Total Retention	Maintain in Office	Retention in Records Center
	Special Needs The Special Needs Program provides program development for sentenced inmates which include health care, employment skills development, release planning, resumption of family responsibility, and religious and volunteer services.			
41	**Subject Files.** Arranged alphabetically by subject. Files include volunteer applications, proposals to start programs, correspondence, and other related records. Cut files in 2-year interval. Retain in office for 1 year. Transfer to Records Center for 2 years. Destroy 5 years after files become inactive.	5 Years	3 Years	2 Years
42	**Religious Complaints and Appeals Files. Arranged alphabetically by last name of inmate. Files include complaint forms, correspondence, inmate Grievance Procedure forms, transcript of hearing, final decision, and other related records.** Cut files after final appeal. Retain in office for 1 year. Transfer to Records Center for 3 years. Destroy 4 years after final appeal.	4 Years after final appeal	1 Year	3 Years
43	**Special Needs Program Files.** Arranged alphabetically by subject. Files include Title I, Substance Abuse, Women Prisoners, Violence Reduction and Limited English Proficiency (LEP) Program records, attendance records, progress, demographic, and monthly reports, and other related records. Cut files after inmate completes program. Retain in office for 1 year. Transfer to Records Center for 3 years. Destroy 4 years after inmate completes program.	4 Years	1 Year	3 Years
	Environmental Services. The Office of Environmental Services is responsible for the environmental control program of the Agency. It ensures compliance with ACA Standards and other applicable regulations and statues.			
44	**Environmental Services Program Files.** Arranged chronologically by date. Files include Correspondence, memoranda, DCRA and court inspection records; institution/facility environmental inspection records; reports for all institutions/facilities and buildings; and other related records. Cut files at 3- year intervals. Retain in office 2 years. Transfer to Records Center for 3 years. Destroy 8 years.	8 Years	5 Years	3 Years

District of Columbia Government
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RECORDS RETENTION SCHEDULE 701-01

Item	Records Series Description	Total Retention	Maintain in Office	Retention in Records Center
	Case Management Services The Office of Case Management Services provides oversight for Agency's inmate Classification/custody and inmate services program. Coordinates the inmate population designation and movement to federal, state and contract facilities as well as destination of Special Management Inmates. Agency's liaison with the BOP for inmate transfers and preparation of D.C. inmate parole packages for hearings before the U.S. Parole Commission. Provides classification review and signature authority for parole reports completed by contract and state facilities.			
45	**Management Services Case Files.** Arranged chronologically and thereunder alphabetically by date. Files include correspondence, memoranda, orders, lists, referrals, receipts, plans, reports, manuals, directives, records that document the organization, policies, procedures and major functions of the office, and other related records. Cut files after case is closed. Retain in office for 2 years. Transfer to Records Center for 5 years. Destroy 7 years after case is closed.	7 Years after Case is closed	2 Years after case is closed	5 Years after case is closed
	Formerly Office Deputy Director for Institutions (the following institutional operations fall under the management of the Deputy Director effective March 2001.) The Deputy Director for Institutions manages Institutional Wardens and oversees the day-to-day operation of all correctional facilities and closure of the Lorton reservation. Schedule applies to files at the DC Detention Facility, the Central Facility (and Modular Facility extension) and the privately operated Corrections Corporation of America Correctional Treatment Facility as well as the Lorton facilities that were closed under the DC Revitalization Act. They were Medium Security Facility, Minimum Security Facility, Youth Center and Maximum Security Facilities. As of December 31, 2001 only the DC Detention and the Correctional Treatment Facilities will remain open. **Security Management.** Institutional operations to include security and control, inmate management; tool, key and contraband control, and safety and correctional emergency response.			
46	**Subject Files.** Arranged chronologically and numerically. Includes correspondence reflecting policies and procedures, manuals, directive plans, reports.	**Destroy superseded or obsolete documents.**		

District of Columbia Government
SCHEDULE ~ AMENDMENT
RECORDS RETENTION SCHEDULE 701-01

Item	Records Series Description	Total Retention	Maintain in Office	Retention in Records Center
47	**Investigative Reports.** Reports and related papers regarding major and minor occurrence in Department Facilities.			
	Extraordinary Occurrences	7 years	3 years	4 years
	Cut files December 31st. Retain in office 3 years. Transfer to Records Center for 4 years. Destroy when 7 years old.			
	Significant Incidents	2 years	2 years	
	Cut files December 31st. Retain in office for 2 years. Destroy when 2 years old.			
48	**Security Staffing Files.** Records of the development of Security Post staffing in an Institution which include: post analysis charts, master roster, committee recommendation records and approved master roster, post change notices, and other policies relative to post assignments and strengths.	Destroy after 2 years or when authority changes, whichever comes sooner.	2 years	
	Cut files December 31st. Retain in office for 2 years. Destroy when 2 years old or when authority changes whichever comes sooner.			
49	**Roster Management Files.** Daily documents and record of the security operation during a 24 hours period. Documents include daily assignment roster, daily recapitulation sheet, overtime record, shift report, time and attendance sheet, and post/staff complement breakdown.	Destroy after 1 year		
50	**Correctional Force Management Files.**	Destroy after 1 year		
	a. Control Center key or code records, emergency staff call back cards and radio log; patrol reports, Service reports or interruption and test reports; automatic surveillance charts and register of Patrol/alarm system.	Destroy 3 months after return of arms		
	b. Arms distribution sheet, charge records and receipts.			

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RECORDS RETENTION SCHEDULE 701-01

51	**Security Inspection Files.** Documents pertaining to institution inspections. a. Reports of perimeter fence lines, towers, perimeter posts, mobile posts, all shakedowns, Arsenals and tool control. b. Fires, explosions and accidents Cut files December 31st. Destroy after 3 years.	**Destroy after 1 year** **Destroy after 3 years**	3 years	
52	**Logs and Registers.** Consist of log books or registers that Arranged chronologically by dates. Information and entrance in log consists of sequential details of occurrences that relate to various security functions and services. Cut Cut Log Books when filled. Retain in Office for 1 year. Transfer to records center for six years.	**7 years**	1 years	6 years
53	**Inmate accountability Records** a. Individual inmate movement records b. Inmate count documentation which identifies inmate population count during a 24 hour period. c. Daily inmate census – depicts the daily institutional assignment of the inmate population by DCDC Number and housing status	**Destroy 6 months after inmate's release** **Destroy after 6 months** **1 year**		

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RECORDS RETENTION SCHEDULE 701-01

Item	Records Series Description	Total Retention	Maintain In Office	Total Retention
54	**Adjustment and Housing Board Files.** Arranged inmates last, first names and DCDC and is maintained at the Facility where the Adjustment Board Hearing is held. Includes documentation of hearings for behavior adjustment and housing matters while housed in the particular facility. The original disciplinary and housing board hearings are maintained in the inmate's official institutional record. Cut off – When the inmate is transferred to another institution. Maintain for one year. DESTROY	Permanent until inmate's release		
55	**Institutional Case Management.** Provides inmate services such as housing and custody classification, counseling, referrals to rehabilitative programs and release preparation. **Institutional Case Management Files.** Arranged alphabetical by inmate name, and chronological by Case number. Files include correspondence, Federal Referral Packages and documentation on inmates being considered for placement in a BOP facility-, Parole Progress Report documentation on inmates being considered for parole by U. S. Parole Commission; Inter- Institutional Transfer Reports; Parole Application and Waiver Records; Social Security Card Application, Pre-Sentence Reports; Inmate Social Visitation; and other related records. Cut files after decision by Bureau of Prison or United States Parole Commission. Retain in office 3 years. Transfer to Records Center for 5 years. [Ensure records copy included in Inmate Case File]. Destroy 8 years after final decision.	Permanent	3 Years	5 Years
56	**Education Services Office Files.** Arranged chronological by date. Files include Student Enrollment Application-, verification of an inmate's application for enrollment in a course of study. **Educational Good Time Credit** – Records of the award of credits for completion of education programs; resulting in the reduction of eligible inmate's minimum and maximum sentence in accordance with DC Code Title §§ 24 24-428 through 24-434, DC Code §22-3202, §24-442 and §33-501. Cut after 1 year after completion of program or upon inmate's release from program. Retain in office 4 years. Transfer to Records Center for 11 years. Review by Archives for final disposition.	**15 Years Review by Archives for Final Disposition**	**4 Years**	**11 Years Review by Archives**

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Item	Records Series Description	Total Retention	Maintain in Office	Total Retention
	Higher Education Program. This program provides contracted academic/vocational educational services through the University of the District of Columbia (UDC) to inmates who have obtained a high school diploma . The following degrees may be conferred: Associate Degree or Baccalaureate Degree in Urban Studies and/or Certificate of Completion of Apprenticeship Programs.			
57	**Higher Education Program Files.** Arranged alphabetical subject. Files include contractual records, information pertaining to grades-, verification of participation for awarding of Good Time Credit,- Higher Education Authorization Form-, Certification of Completion of Course. Cut files 1 year after completion of program or upon inmate's release from program. Retain in office 3 years. Transfer to Records Center for 1 1 years. Review by Archives for final disposition.	15 Years Review by Archives for Final Disposition	4 Years	11 Years Review by Archives
58	**Institutional Inmate Records Office Files.** Arranged chronological by date. Files include correspondence, log books, transfer records, forms, inmate movement sheets, and other related records. Cut file at 2-year intervals. Retain in Office for 1 year. Transfer to Records Center for 3 years. Destroy after 6 years.	6 Years	3 Years	3 Years
	Psychological Services. Program responsible for the mental health assessment and evaluation of the inmate population. Provides psychological evaluation for appropriate housing and administration of inmates.			
59	**Psychological Services and Evaluation Files.** Arranged alphabetically. Files include Correspondence, forms, evaluations, reports, assessments, recommendations, and other related Records. Cut files when closed. Retain in office for 2 years. Transfer to Records Center for 5 years. Destroy 7 Years after file is closed.	7 Years after File is closed	2 years after file is closed	5Years after file is closed

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Item	RECORDS SERIES DESCRIPTION	Total Retention	Maintain In Office	Retention In Records Office
	Office of Records Management			
	In accordance with DC Code § 1-2906, the DCDC Records Administrator shall carry out the records management program activities and serve as liaison to the DC Public Records Administrator. Responsibilities include issuing up-to-date records management policy and procedures, staff training, monitoring and auditing to ensure compliance with policy, laws and regulations pertaining to DC records. In addition, the DCDC Records Administrator is responsible for the day-to-day operation of the Inmate Records Office located at the DC Detention Facility. The DCDF Records Office is the point of entry when inmates are committed into custody of the US Attorney General and the Director for the DCDC as the Attorney General's agent. The official inmate record is initiated at this facility and it transported along with the inmate to each DCDC or contract facility where the inmate is housed. Upon the inmate's release, their institution record is returned to the DCDF that acts as a repository until the records is retired to the WNRC. The DCDF Records Office maintains the official inmate records for inmates housed at the DCDF. A typical inmate record may include all or some of the following: 1) judgements and commitments; 2) probation orders; 3) prisoner fingerprint cards and prisoner property sheets; 4) court orders and writs; 5) parole warrants, charge sheets, and other parole materials; 6) detainers, sentencing data, classification data; 7) sentence computation sheets (face sheet); 8) separation orders (inter-agency and inter-departmental); 9) custody change and movement sheet; 10) inmate conduct, incident, injury, and work reports; 11) inmate ID photograph; 12) social and psychological information about the inmate and his or her personal and criminal background; and 13) inter-departmental correspondence. **RESTRICTIONS:** Access to files relating to living inmates requires the written permission of the Chief Records Officer or his or her designee.			
60	a. Inmate Records relating to especially famous, infamous, notorious, unusual, or highly publicized inmates: RETENTION: **Permanent.** Offer to D.C. Archives.	Permanent		

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Item	RECORDS SERIES DESCRIPTION	Total Retention	Maintain In Office	Retention In Records Office
	b. Inmate who dies while incarcerated. RETENTION: Transfer to the WNRC within 90 days after the investigation is completed and the file is closed. Destroy 5 years after transfer to the Records Center.			
	c. All other inmate records. RETENTION: Retain in office 90 days after expiration of sentence and parole term or other supervision, whichever is sooner. Store in Records Center 9 years, 8 months. Destroy.	10 years	90 days after expiration of sentence/ parole term.	9 Years and 8 Months
	COMMUNITY CORRECTIONAL CENTERS The Community Release Programs provide alternative to incarceration for court ordered misdemeanants, pre-trail detainees and inmates paroled to supervision. This program has administrative responsibility for the daily operation of CCC #4, and monitors services provided by all contract facilities. CCC facilities provide counseling, substance abuse services, employment assistance, personal finance training, and housing assistance.			
61	**Subject Files.** Arranged alphabetically by subject. Files include correspondence-, reports and plans-, Escape/Apprehension Report, Review Hearing Reports, Judge violation letter; billings for contract facilities, Inter-Institutional Transfers-, Census Report; Fact Finding/Investigative Reports-, Halfway House Violation Reports-, policies and procedures; inmate CCC folders, and other related records. Cut files at 3-year intervals. Retain in office 1 year. Transfer to Records Center for 3 years. Destroy after 7 years.	7 Years	4 Years	3 Years
	Management Information System The Management Information maintains the automated information, telecommunications, and other operating systems, It provides computer maintenance services, and monitors the Agency's operating network ring systems.			

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RECORDS RETENTION SCHEDULE 701-01

Item	Records Series Description	Total Retention	Maintain in Office	Total Retention
62	**Office Program Files.** Arranged chronological date. Files include correspondence, forms, meeting schedules, monthly reports, office goals/plans, administrative records, policies and procedures, surveys, reports, briefings, and other related records. Cut files at 2-intervals. Retain in office 1 year. Transfer to WNRC for 3 years. Destroy after 6 years. assessment evaluations for the inmate health care delivery system for the Agency.	6 Years	3 Years	3 Years
63	**Subject Files.** Arranged alphabetical by subject. Files include correspondence memoranda, plans, reports, manuals, directives, minutes of meetings, speeches and records that document the organization, policies, procedures and major function of the office. Cut at end of calendar year. Retain in office 3 years. Destroy when 4 years old.	Destroy after 4 Years	3 Years	
64	**Inmate Medical Records.** Arranged chronological by the inmate's DCDC number. Inmate Medical Record Files are complete written record of the history, condition and treatment of medical and clinical services provided to inmates within the correctional facility medical infirmaries. Files is divided into six sections that contain: Problem Lists, Progress Notes, Consultation Reports, Infirmary and Hospital Trip Tickets, Intake Examination Reports, Doctor's Orders, Lab and Diagnostic Reports, Radiographic Reports, Dental documentation and dental x-rays and psychiatric and mental health documentation. The inmate's DCDC number is used as the medical file number. The first three digits shall be in black marker and the last three (3) numbers shall be color-coded tabs. Retain in office space for duration of inmate's incarceration. Cut file 1 year after date of last treatment. Retain in Office for 2 years. Transfer to Records Center for 7 years after date of the last treatment.	10 Years after date of last Treatment	3 Years	7 Years after date of last Treatment
65	**Medical Logs and Tracking** – Medical, Dental, Pharmacy, Lab and Mental Health Care Logs. Log content includes sick call; urgent care, specialty, routine and hospital appointments, no Show/refusal documentation, chronic care treatment sign-in. Cut files after last entry in logs. Retain in Office 2 years. Destroy 2 years after last entry.	Destroy 2 Years after last Entry	2 Years	

District of Columbia Government
SCHEDULE AMENDMENT Page 16 of 16
RECORDS RETENTION SCHEDULE 701-01

Item	Records Series Description	Total Retention	Maintain in Office	Retention in Records Center
66	**Medical Equipment Monitoring** – These records consist of materials requisition from the warehouse, inventory, equipment inspections and monitoring. Cut files at end of calendar year. Retain in office 1 years. Destroy after 2 years. Department of Corrections and other government agencies. This program provides inmates with the opportunity for on-the-job training and additional vocational training through employment to complete requested jobs, i.e. printing, making license plates, furniture refurbishing-, tailoring/garment making,- farm and landscaping-, and laundering.	Destroy after 2 Years		
67	**Subject Files. Arranged alphabetical by subject. Files include correspondence, Memoranda, reports, plans, manuals, records that document the program, policies, Procedures; financial statements; legislative proposals; Lorton phase out and major functions of the office.** **Cut files at end of calendar year. Retain in office 3 years. Destroy after 4 years.**	4 Years	3 Years	
68	Security Management. Subject Files. Arranged chronologically and numerically. Includes correspondence reflecting policies and procedures, manuals, directive plans, reports.	**Destroy superseded or obsolete documents.**		
69	**Investigative Reports.** Reports and related papers regarding major and minor occurrence in Department Facilities.			
	a. Extraordinary Occurrences Cut files December 31st. Retain in office 3 years. Transfer to Records Center for 4 years. Destroy when 7 years old.	7 years	3 years	4 years
	b. Significant Incidents Cut files December 31st. Retain in office for 2 years. Destroy when 2 years old.	2 years	2 years	

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Item	Records Series Description	Total Retention	Maintain in Office	Retention in Records Center
70	**Correctional Force Assignment Files.** Records of the development of Security Post staffing in an institution which include: post analysis charts, master roster, committee recommendation records and approved master roster; post change notices, and other policies relative to post assignments and strengths. Cut files December 31st. Retain in office for 2 years. Destroy when 2 years old or when authority changes whichever comes sooner.	Destroy after 2 years or when authority changes, whichever comes sooner.	2 years	
71	**Roster Management Files:** Daily documents and record of the security operation during a 24 hours period. Documents include daily assignment roster, daily recapitulation sheet, overtime record, shift report, time and attendance sheet, and post/staff complement breakdown.	Destroy after 1 year		
72	**Correctional Force Control Files.** Control Center key or code records, emergency staff call back cards and radio log; patrol reports, Service reports or interruption and test reports; automatic surveillance charts and register of Patrol/alarm system.	Destroy after 1 year		
	Arms distribution sheet, charge records and receipts.	Destroy 3 months after return of arms		
73	**Security Inspection Files.** Documents pertaining to institution inspections.	Destroy after 1 year		
	a. Reports of perimeter fence lines, towers, perimeter posts, mobile posts, all shakedowns, arsenals and tool control. b. Fires, explosions and accidents Cut files December 31st. Destroy after 3 years.	Destroy after 3 years	3 years	

74	**Logs and Registers.** Consist of log books or registers that document sequential details of occurrences that relate to various security functions and services. a. Post Log Book No Cut Off – Ongoing. Retain in office 3 years after last entry in the Log Book. Transfer to Records Center for 4 years. Destroy when 7 years old.	**7 years**	Retain for 3 years after the last entry in the Log Book 2 years	4 years
	b. Log Books or registers of inmate services (i.e. mail, property, recreation, etc.)	**Destroy 2 years after last entry**		
	c. Log Books or register of issued security equipment (armory) On going. Retain in office 2 years after last entry in the Log Book, then destroy.			
74	**Accountability of Inmates.** Record account of the inmate population, location and control. a. Individual inmate movement card records	**Destroy 6 months after inmate's release**		
	b. Inmate count documentation which identifies inmate population count during a 24 hour period.	**Destroy after 6 months**		
	c. Daily inmate census – depicts the daily institutional assignment of the inmate population by DCDC Number and housing status	**1 year**		
75	**Adjustment and Housing Board Files.** Arranged numerically by DCDC number at Facility Adjustment Board. Includes documentation of hearings for behavior adjustment and housing matters while housed in the particular facility. The original disciplinary and housing board hearings are maintained in the inmate's official institutional record. Cut off – None. Maintain until inmate is transferred to another institution. Can only be rescinded by Warden or CCC Administrator.	**Permanent until inmate's release**		

	CORRECTIONAL INDUSTRIAL SERVICES **The Correctionallional Industrial Services program provides industrial services to D.C. Department of Corrections and other government agencels. This program provides inmates with the opportunity for on-the-job training and additional vocational training through employment to completre requested jobs, i.e. printing, making license plates, furniture refurbishing, tailoring/garment making, farm and landscaping, and launder.**			
76	**Subject Files.** Arranged alphabetical by subject. Files include correspondence, memoranda, reports, plans, manuals, records that document the program, policies, procedures; financial statements; legislative proposals; Lorton phase out and major function of the office. Cut files at end of calendar year. Retain in office 3 years. Destroy after 4 years.	4 Years	3 Years	

PS 2000.2
4/12/01
Attachment 3

DISTRICT OF COLUMBIA GENERAL RECORDS SCHEDULES

DISTRICT OF COLUMBIA
GENERAL RECORDS SCHEDULE 1

PERSONNEL RECORDS

Agency personnel records relate to the supervision over and management of District employees. This schedule covers the disposition of all official personnel folders of District employees and all other records relating to personnel, wherever located in the agency.

The most important types of records, the Official Personnel Folders and Service Record Cards, are maintained according to District Personnel Manual Chapter 31, which prescribes a system of record keeping for District personnel offices.

Records created prior to January 1, 1921, must be offered to the D.C. Archives before applying the disposition instructions set forth in this schedule.

This general records schedule was approved by the D. C. Records Disposition Committee on June 17, 1987. It replaces D.C. Schedule 40, Section 1.

ITEM	DESCRIPTION	AUTHORIZED DISPOSITION
23	**Standards of Conduct Files**	
	Correspondence, memoranda, and other records relating to codes of ethics and standards of conduct.	Destroy when obsolete or superseded.
24	**Labor Management Relations Records.**	
	a. Labor Management Relations General and Case files, excluding records of the EOM/Office of Labor Liaison. [Office of Labor Liaison records are covered by DCSH8503]	
	Correspondence, memoranda, reports and other records relating to the relationship between management and employee unions or other groups.	
	(1) Office negotiating agreement	Destroy when 5 years old.
	(2) Other offices	Destroy when superseded or obsolete.
	b. Labor Arbitration General and Case	

Files.	
Correspondence, forms and background papers relating to labor arbitration cases.	Destroy 5 years after final resolution of case.

25. Training Records.

a. Training Aids.

(1) One copy of each manual, syllabus, textbook, and other training aid developed by the agency.	Submit request for disposition authority to D.C. Archives.
(2) Training aids from other agencies or Private institutions.	Destroy when obsolete or superseded.

b. General File of Agency Training.

(1) Correspondence, memoranda, agreements, authorizations, reports, requirement reviews, plans, and objectives relating to the establishment and operation of training, courses and conferences. (Included are Training Forms 10A, 11, 11A, 11B, 11C; and DCSF 1207-A.)	Destroy when 5 years old or 5 years after completion of a specific training program.
(2) Background and work papers.	Destroy when 3 years old.

DISTRICT OF COLUMBIA
GENERAL RECORDS SCHEDULE 2

Payrolling and Pay Administration Records

Payrolling and pay administration records pertain to disbursements to employees of the District government for personal services. This schedule applies to the pay records that are common to all agencies, but it excludes (a) individual retirement record cards (Standard Form 2806 or equivalent) that are maintained during employee duty; (b) files maintained in agency space for audit by the General Accounting Office under section 117(b) of the Budget and Accounting Procedures Act of 1950; and (c) records relating to tax withholding, savings bonds, or fidelity bonds, or other records held by the appropriate units of the U.S. Treasury Department responsible for the related Government-wide programs.

Documents required by the Comptroller General to be maintained for site audit are segments of accountable officer's accounts. In no event may disposal be made of records pertaining to accounts, claims or demands involving the Government of the United States which have not been settled or adjusted by the General Accounting Office unless the agency concerned has written approval of the Comptroller General, as required by 82 Stat. 1301 (44 U.S.C. 3309). Most pay accounts are prepared and maintained in accordance with Title 6–Pay, Leave, and Allowances and incorporated in the GAO Manual for Guidance of Federal agencies.

In the payrolling process different types of records are accumulated. Under Title 6 of the GAO Manual these records are normally site-audited on a sample basis by GAO representatives who examine primarily the earnings record card, payroll change slips that are prepared to document changes in normal pay, certification sheets containing the signatures of the certifying officer, checklists prepared in lieu of the more formal payrolls by Department of the Treasury or local disbursing personnel, source personnel documents such as basic time and attendance reports, and copies of personnel action forms documenting changes in pay. In addition, pay registers and other accounting devices are maintained to check and balance the accounts.

All payroll systems require the maintenance of a leave card, to which information is posted from more detailed records kept by time and attendance clerks located throughout an agency. Two basic forms or variations of them are used by agencies: (a) leave record (Optional Form 1137) which shows leave taken by an employee over a two-year period; and (b) time and attendance report (Optional Form 1130) which is a combination time and attendance and leave record designated to be maintained in agencies in which the time-keeping function is decentralized.

One time and attendance report (Optional Form 1130) is maintained for each employee each pay period, and the current leave status figure is accumulated from pay period to pay period.

DISTRICT OF COLUMBIA GENERAL RECORDS SCHEDULE 2

Other records incidental to the payrolling process are: (a) withholding tax and savings bond records; (b) reports made to the Treasury Department units and the Office of Personnel Management on income tax and retirement transactions for persons employed prior to October 1, 1987, and (c) other records not pertaining to individuals, but rather to the general administration of the payrolling office and the payrolling function.

In many cases the records will be in electronic form, as the payrolling process has been converted to electronic data processing throughout the District government. With the exception of records created in central processing facilities described under item 17, all records described in this schedule are authorized for disposal in both hard copy and electronic forms, as provided in Schedule 40, Section 28, Machine-Readable Records, and DCGRS 23, Records Common to Most Offices.

Records created prior to January 1, 1921 must be offered to the D.C. Archives before applying the disposition instructions set forth in this schedule.

This general records schedule was approved by the D.C. Records Disposition Committee on February 15, 1989. It replaces D.C. Schedule 40, Section 2.

1. Individual Accounts Files.

Individual earning and service cards, such as Optional Form 1127 or equivalent.	Transfer to the Records Center.
a. For individuals employed prior to 10/01/87.	(1) If filed in official personnel folder (OPF) or in individual pay folder adjacent to the OPF, destroy with OPF. (See DCGRS 1, Item 1,2) (2) If not in or adjacent to the OPF, destroy 56 years after the date of the last entry on the card.
b. For individuals employed for the first Time after 9/30/87 who will not be covered under the Civil Service Retirement System.	Transfer to the Records Center. (1) if filed in Official Personnel Folder (OPF) or in individual pay folder adjacent to the OPF, destroy with OPF. (See DCGRS 1, Item 1,2). (2) If not filed in or filed adjacent to the OPF, destroy 56 years after the date of the last entry on the card.

2. Payroll Correspondence Files.

General correspondence files maintained by payroll units pertaining to payroll preparation and processing.	Destroy when 2 years old.

3. **Time and Attendance Reports Files.**

a. Optional Form 1130 or equivalent.

(1) Payroll preparation and Processing copies.	Destroy after audit or when 3 years old, whichever is sooner.
(2) All other copies.	Destroy 6 months after the end of the pay period.

b. **Flexitime Attendance Records.**

Supplemental time and attendance Records, such as sign-in/sign-out sheets and work reports used for time accounting under flexitime systems.	Destroy after audit or when 3 years old, whichever is sooner.

4. **Individual Authorized Allotments Files.**

a. U.S. Savings Bond Authorization, Standard Form 1192 or equivalent, and authorization for individual allotment to the D.C. One Fund Campaign.

(1) If record is maintained on earning record card.	Destroy when superseded or after separation of employee. If employee transfers within an agency or between agencies, these authorizations must also be transferred. See Treasury Fiscal Requirements Manual, para. 6030.10 for instructions regarding savings bonds authorizations, and Federal Personnel Manual (FPM) Chapter 550, Subchapter 3, Part 8, for instructions regarding allotment authorizations.
(2) If record is not maintained elsewhere.	Destroy 3 years after superseded or 3 years after separation of employee. See (1) above for transfer instructions.

5. **Bond Registration Files.**

Issuing agent's copies of bond registration stubs.	Destroy when 2 years old.

6. **Bond Receipt and Transmittal Files.**

Receipts for and transmittal of U.S. Savings Bonds and checks.	Destroy 3 months after date of receipt.

7. Bond Purchase Files.

Forms and reports with related documents pertaining to deposits and purchase of bonds.	Destroy when 3 years old.

8. Leave Application Files.

Application for Leave, SF 71, or equivalent, and supporting documents relating to requests for and approval of taking leave.	Destroy after audit or when 3 years old, whichever is sooner.

9. Leave Record Cards.

Leave record cards such as OF 1137 or equivalent, maintained separately from pay and earnings records, and OF 1130 when used as a leave record.

a. Pay or fiscal copies.	Destroy when 3 years old.
b. Other copies.	Destroy 3 months after the end of the period covered.

10. Leave Data Files.

Records of leave data, such as SF 1150, prepared except as noted in the FPM, 293-A-3.

a. Original copy of SF 1150.	File on right side of OPF. See DCGRS 1, Item 1.2.
b. Agency copy.	Destroy when 3 years old.

11. Notification of Personnel Action.

Pay or fiscal copy of SF 50 or equivalent, not filed in the Official Personnel Folder.	Destroy after related pay records are audited by or when 3 years old, whichever is sooner.

12. Budget Authorization Reference Files.

Copies of budget authorizations in operating payroll units used to control	Destroy when superseded.

personnel ceilings and personnel actions.

13. Payroll Files.

Memorandum copies of payrolls, check lists and related certification sheets, such as SF 1013A, SF 1128A, or equivalents.

a. Security copies of documents prepared or used for disbursement by disbursing offices, with related papers.	Destroy when Records Center receives second subsequent payroll or checklist covering the same payroll unit.
b. All other copies.	
(1) If earning record card is maintained.	Destroy after audit or when 3 years old, whichever is sooner.
(2) If earning record card is not Maintained	Transfer to Records Center when 3 years old. Destroy when 10 years old.

14. Payroll Control Files.

Payroll control registers.	Destroy after audit or when 3 years old, whichever is sooner.

15. Payroll Change Files.

Payroll change slips, exclusive of those of the OPF, such as SF 1126.

a. Copy used in audit.	Destroy when related pay records are audited by or when 3 years old, whichever is sooner.
b. Disbursing officer copy used in Preparing checks.	Destroy after preparation of checks.
c. All other copies.	Destroy 1 month after the end of the pay period.

16. Fiscal Schedules Files.

Memorandum copies of fiscal schedules used in the payroll process.

a. Copy used in audit.	Destroy after audits or when 3 years old, whichever is sooner.
b. All other copies.	Destroy 1 month after the end of the pay

	period.
17. Administrative Payroll Report Files.	
Reports, statistics, with supporting and related records pertaining to payroll operations and pay administration.	
a. Reports and data used for workload and personnel management purposes.	Destroy when 2 years old.
b. All other reports and data	Destroy when 3 years old.
18. Tax Files.	
a. Withholding tax exemption certificates, such as IRS From W-4, and similar tax exemption forms.	Destroy 4 years after form is superseded or obsolete.
b. Returns on income taxes withheld Such as IRS Form W-2.	Destroy when 4 years old.
c. Reports of withheld taxes, such as IRS Form W-3, with related papers, including reports relating to income and social security taxes.	Destroy when 4 years old.
19. Retirement Files.	
a. Reports and registers.	
Reports, registers, or other control documents, and other records relating to retirement, such as SF 2897 or equivalent.	Destroy when 3 years old.
b. Assistance files.	
Correspondence, memoranda, annuity estimates, and other records used to assist retiring employees or survivors claim insurance or retirement benefits.	Destroy when 1 year old.
20. Insurance Deduction Files.	
Reports and related papers including copies of vouchers and schedules of payments pertaining to insurance deductions.	Destroy when 3 years old.

21. Levy and Garnishment Files.

Official Notice of Levy or Garnishment (IRS Form 668A or equivalent), change slip, work papers, correspondence, release and other forms, and other records relating to charges against retirement funds or attachment of salary for payment of back income taxes or other debts of District employees	Destroy when 3 years old.

22. Wage Survey Files.

Wage survey reports and data, background documents and correspondence pertaining to area wages paid for each employee class; background papers establishing need, authorization, direction, and analysis of wage surveys; development and implementation of wage schedules; and request for and authorization of specific rates (excluding authorized and wage schedules and wage survey recapitulation sheets).	Destroy after completion of second survey succeeding wage survey.

DISTRICT OF COLUMBIA
GENERAL RECORDS SCHEDULE 3

Procurement, Supply, and Grant Records

This schedule covers the most frequently found agency records relating to procurement, supply, and grant programs. Since many District agencies conduct grant programs which document projects contracted between the agency and an outside party, grant records are included as an adjunct to procurement and supply records. This schedule also covers bid records, inventory records, telephone toll records, and contractors' payroll records.

D.C. government agency procurement and supply records document the acquisition of goods and nonpersonal services, controlling the volume of stock on hand, reporting procurement needs, and related supply matters which are part of daily procurement operations. The basic procurement files reflect a considerable range of procedure, from simple small purchases to complicated prime contractor and subcontractor operations.

Frequently copies of procurement papers become integral parts of other files in the agency, such as project files of various types or general subject files pertaining to program operations. Such copies are not covered by this schedule because they cannot be considered and evaluated separately from the files for which they are a part.

The General Accounting Office no longer requires agencies to maintain a separate file of contracts for site audit. The agency contract files maintained in the contracting officer's office are accessible to GAO auditors and have generally been used in the past.

In no event may disposal be made of records pertaining to accounts, claims or demands involving the U.S. government which have not yet been settled or adjusted by the General Accounting Office without written approval of the Comptroller General, as required by 44 U.S.C. 3309.

Records documenting procurement and supply in agencies are largely standardized by various regulations, but the physical arrangement of the transaction files themselves differs in the various agencies. In all agencies the official contract files, for example, contain a minimum core of specified documents, but there are also other documents that vary in accordance with what the individual agency deems to be best for its own operating purposes.

'Me key procurement file is the transaction case file containing the formal contract or informal purchase order or lease agreements and all related papers. The documents flowing into the transaction file differ in detail, but they include, in addition to the purchase documents, specifications, bids, schedules of delivery, initiating requisitions, invoices, and correspondence. Other copies of these documents, made for expediting

and other administrative purposes, are scattered throughout the inspection, shipping, expediting, and other units of the agency procurement organization.

Other files related to the procurement and supply function include reports used for supply
management purposes by the agency creating the records as well as the staff agency involved with government-wide programs, local requisition, stock inventory files, and other minor supply papers.

Records created prior to January 1, 1921, must be offered to the D.C. Archives before applying the disposition instructions set forth in this schedule.

This general records schedule was approved by the Board of Commissioners on January 26, 1965.

ITEM	DESCRIPTION	AUTHORIZED DISPOSITION
1.	**Procurement Records (Unique).**	
	Procurement files documenting the initiation and development of transactions that deviate from established precedents with respect to general agency procurement programs, other than those covered by Item 13 (below).	Submit request for disposition authority to D.FC Archives.
2.	**Real Property Records.**	
	Title papers documenting the acquisition of real property (by purchase, condemnation, donation, exchange, or otherwise).	
	a. Papers for property acquired prior to January 1, 1921.	Submit request for disposition authority to D.C. Archives.
	b. Papers for property acquired since January 1, 1921, other than abstract or certificate of title.	Destroy 10 years after unconditional sale or release by the D.C. government of conditions, restrictions, mortgages, or other liens.
	c. Abstract or certificate of title.	Transfer to purchaser after unconditional sale or release by the D.C. government of conditions, restrictions, mortgages, or other liens.

3. **General Correspondence Files.**

Correspondence files of operating procurement units concerning internal operation and administration maters not covered elsewhere in the DCGRS.	Destroy when 2 years old.

4. **Routine Procurement Records.**

Contract, requisition, purchase order, release, and bond and surety records, including correspondence and related papers pertaining to award, administration, receipt, inspection and payment (other than those covered in Items 1,2,13, and 15).

a. Procurement or purchase organization copy and related papers.	
1)Transactions of more than $10,000 and all construction contracts exceeding $2,000.	Destroy 6 years and 3 months after final payment.
2) Transactions of $10,000 or less and construction contracts under $2,000.	Destroy 3 years after final payment. (Close file at the end of the fiscal year, retain three years and destroy, except that files on which actions are pending shall be brought forward to the next fiscal year's files for destruction therewith).
b. Obligation copy.	Destroy when funds are obligated.
c. Other copies of records described above used by component elements of a procurement office for administrative purposes.	Destroy upon termination or completion.

5. **Supply Management File.**

Files of reports on supply requirements and procurement matters submitted for supply management purposes (other than those incorporated in case files or other

files of a general nature).

a. Copies received from other units for internal purposes or for transmission to staff agencies.	Destroy when 2 years old.
b. Copies in other reporting units, and related work papers.	Destroy when 1 year old.

6. **Solicited and Unsolicited Bids and Proposals Files.**

a. Successful bids and proposals.	
b. Solicited and unsolicited unsuccessful bids and proposals.	Destroy with related contract case files (see Item 4 of this schedule).
1) When filed separately from contract case files.	Destroy when related contract is completed.
2) When filed with contract files.	Destroy with related contract case files (see Item 4 of this schedule)
c. Cancelled solicitation files.	
1). Formal solicitations of offer to provide products or services (e.g., Invitations for Bids, Requests for Quotations) which were cancelled prior award of the contract. The files include pre-solicitation documentation on the requirement, any offers which were opened prior to the cancellation, documentation on any government action up to the time of cancellation, and evidence of the cancellation.	Destroy 5 years after date of cancellation.
2) Unopened bids.	Return to bidder.
d. Lists or card files of acceptable bidders.	Destroy when superseded or obsolete.

7. **Public Printer Record.**

Records relating to requisitions on the

Printer, and all supporting papers.

a. Printing procurement unit copy of requisition, invoice, specifications and related papers.	Destroy 3 years after completion or cancellation of requisition.
b. Accounting copy requisition.	Destroy 3 years after period covered by related account.

8. **Non-personal Requisition File Records.**

Requisition for non-personal services, such as duplicating, laundry, binding, and other services (excluding records associated with accountable officers' accounts. See DCGRS 6).	Destroy when 1 year old.

9. **Inventory Requisition File Records.**

Requisition for supplies and equipment for current inventory.

a. Stockroom copy.	Destroy 2 years after the completion or cancellation of requisition.
b. All other copies.	Destroy when 6 months old.

10. **Inventory Files.**

a. Inventory lists.	Destroy 2 years from date of list
b. Inventory cards	Destroy 2 years after discontinuance of item, or 2 years after stock balance is transferred to new card or recorded under a new classification, or 2 years after equipment is removed from agency control.
c. Report of survey files and other papers used as evidence for adjustment of inventory records, not otherwise covered in the DCGRS.	Destroy 2 years after date of survey action or date of posting of posting medium.

11. **Telephone Records.**

Telephone statements and toll slips.	Destroy 3 years after period covered by related account.
12. Contractor's Payroll Files.	
Contractor's payrolls (construction contracts) submitted in accordance with Labor Dept. regulations, with related certifications, anti-kickback affidavits, and other related papers.	Destroy 3 years after date of completion of contract unless contract performance is subject of enforcement action on such date.
13. Tax Exemption Files.	
Tax exemption certificates and related papers.	Destroy 3 years after period covered by related account.
14. Grant Application File Records.	
Applications, memorandums, correspondence and other records relating to the decision to accept or reject grant applications.	
a. Rejected applications.	Destroy 5 years after rejection.
b. Accepted applications	See Item 15 of this schedule.
15. Grant Case File Record.	
Proposals or applications, contracts project reports, studies, certificates, agreements, memoranda, correspondence, and other records relating to receipt, review award, evaluations, status and monitoring of grants; allocation of funds, and project budgets.	Submit request for disposition authority to D.C Archives.
16. Grant Control File Records.	
Indexes, registers, logs or other records relating to control of assigning numbers or identifying projects, applications and grants.	Destroy when superseded or obsolete.

17. **Grant Correspondence and Subject Records.**

a. Correspondence and/or subject files including memorandums, studies, reports, forms and other records relating to the legal establishment of the grant program, its policies and basic procedures and the management and evaluation of grants.	Submit request for disposition authority to D.C Archives.
b. Correspondence and/or subject files relating to routine operations and daily activities in administration of the grant program.	Destroy when 2 years old.

18. **Final Product File Records.**

Published reports, books, studies, audiovisual materials, or any other final grant product and related records in textual or machine-readable form.	Submit request for disposition authority to D.C. Archives.

DISTRICT OF COLUMBIA
GENERAL RECORDS SCHEDULE 4

Property Disposal Records

These records pertain to the sales by agencies of real and personal property surplus to the needs of the government. In no event may records be destroyed that pertain to accounts, claims, or demands which have not been settled or adjusted.

Three forms are prescribed for use by any agency selling surplus personal property:

a. Standard Form 114 Sale of Government Property, Invitation, Bid, and Acceptance. Related papers that are maintained by the agencies, usually in case fashion, consist of correspondence, bids, and other notices of sale, invoices and sales slips.

b. Standard Form 120 Report of Excess Personal Property.

c. Standard Form 121 Quarterly Report of Utilization and Disposal of Excess and Surplus Personal Property.

Records created prior to January 1, 1921, must be offered to the D.C. Archives before applying the disposition instructions set forth in this schedule.

This general records schedule was approved by the Board of Commissioners on January 26, 1965.

ITEM	DESCRIPTION	AUTHORIZED DISPOSITION
1.	**Surplus Property Precedential Case Files**	
	Case files on sales of surplus personal property (as described in Item 6 below) documenting the initiation and development of transactions that deviate from established precedents with respect to general agency disposal or to major disposal programs.	Submit request for disposition authority to D.C. Archives.
2.	**Property Disposal Case Files**	
	Case files on disposal of surplus real and related personal property.	Submit request for disposition authority to D.C. Archives.
3.	Excess Real Property Reports.	Submit request for disposition

ITEM	DESCRIPTION	AUTHORIZED DISPOSITION
		authority to D.C. Archives.
4.	**Property Disposal Correspondence Files.**	
	Correspondence files maintained by units responsible for property disposal, pertaining to their operation and administration, and not otherwise provided for.	Destroy when 2 years old.
5.	**Excess Personal Property Reports.**	Destroy when 3 years old.
6.	**Surplus Property Case Files.**	
	Case files on sales of surplus personal property, comprising invitations, bids, acceptances, lists of materials, evidence of sales, and related correspondence (other than those covered in Items 1 and 2).	
	a. Transactions of more than $10,000.	Destroy 6 years after final payment.
	b. Transactions of less than $10,000.	Destroy 3 years after final payment.
7.	**Real Property Files.**	
	Consists of records necessary or convenient for the use of real property sold, donated, or traded to non-federal or non-District ownership, including, if pertinent as determined by the releasing agency, duplicate copies of site maps and surveys, plot plans, architect's sketches, working diagrams, preliminary drawings, blueprints, master tracings, utility outlet plans, equipment location plans, specifications, construction progress photographs, inspection reports, building and equipment management	Transfer to new custodian upon completion of sale, trade, or donation proceedings, or acceptance of purchase money mortgage.

ITEM	DESCRIPTION	AUTHORIZED DISPOSITION
	and maintenance records, allowance lists, and title papers provided (a) that the records can be segregated without harm to other documents of enduring value, (b) that no responsibility attaches to the District government because of disagreement between the transferred documents and the physical condition of the property at the time of conveyance. See also DCGRS 22, Architectural, Design, and Engineering Drawings and Related Records.	

DISTRICT OF COLUMBIA
GENERAL RECORDS SCHEDULE 6

Accountable Officers' Account Records

This general schedule covers accountable officers' returns and related records, including records under the cognizance of the General Accounting Office (GAO) or the D.C. Office of Financial Management.

Accountable officers' accounts include record copies of all records concerned with the accounting for, availability, and status of public funds. There are several types of accountable officers, such as:

(a) the collecting officer, who receives monies owed to the District government and ensures that it is credited to the proper account;

(b) the disbursing officer, who is responsible for providing documentation to the Office of Financial Management since he accomplishes the actual payment of public monies to proper creditors; and

(c) the certifying officer, whose signature on a summary attests to the authenticity of vouchers listed on the schedule.

Disbursements for most government agencies are made by the Office of Financial Management and the D.C. Controller. Since July 1949, disbursements have been made for most agencies on the basis of certified schedules, with the detailed vouchers transferred to the General Accounting Office from the agency or held in agency space if site audit was involved. This procedure was extended and confirmed by General Accounting Office General Regulations No. 115, issued January 29, 1952, which promulgated a standard form voucher and schedule of payments (Standard Form 1166 and 1167) for use by all agencies effective July 1, 1952, and formally eliminated the transfer of vouchers of the Chief Disbursing Officer.

This schedule includes records held for on-site audit by the Office of Financial Management or the General Accounting Office, as described in Item I(a) below. Under on-site audit, vouchers, contracts, schedules, statements of transactions and accountability and other related supporting documents are retained in agency space for the auditors. Section 117(b) of the Budget and Accounting Procedures Act of 1950 (whenever the Comptroller General determines that audit shall be conducted at the site), requires agencies to retain these records, which are under GAO cognizance. The General Accounting Office has given general authority to the agencies, if the records are no longer required for administrative purposes, to transfer all audited records and any unaudited records more than one (1) year old to the Federal Records Center (FRC, Suitland, Maryland. However, to transfer unaudited accountable officers' accounts less than one (1) year old, permission must be obtained from the Director, Office of Administrative Services, GAO. Because the records heretofore transferred to GAO are

retained in the agency, some agencies have eliminated the creation of memorandum copies as described in Item I of this schedule. Records relating to the availability, collection, and custody of funds include:

(1) the appropriation warrants;

(2) other documents which deposit funds into the Treasury; and

(3) documents which provide accountable officers with status reports on funds in their custody, such as the proofs of depository account and statements of funds to their credit.

Agency copies of these deposit and status documents are so intimately related to the accounts of these officers that they are included in this schedule. The copies received by the Office of Financial Management are not covered by this schedule and are provided for in separate schedules.

Records created prior to January 1, 1921, must be offered to the D.C. Archives before applying the disposition instructions set forth in this schedule.

This general records schedule was approved by the Board of Commissioners on January 26, 1965.

1.	**Accountable Officers' Files.**	
	a. Original or ribbon copy of accountable officers' accounts maintained in the agency for sit audit by GAO or Office of Financial Management auditors, consisting of statements of transactions, statements of accountability, collection schedules, collection vouchers, disbursement vouchers or documents used as schedules or vouchers, exclusive of freight records and payroll records. If an agency is operating under an integrated accounting system approved by AO or D.C. OFM, certain required documents supporting vouchers and/or schedules are included in the site audit records. These records document only the basic financial transaction, money received and money paid out or deposited, in the course of operations of the agency. All copies except	Destroy 6 years and 3 months after the period of the account.

the certified payment or collection copy, usually the original or ribbon copy, and all additional or supporting documentation not involved in an integrated system are covered by succeeding items in this schedule.

Suite audit records include, but are not limited to the Standard Forms listed below. Also included are equivalent agency forms which document the basic financial transaction as described above.

SF 224 Statement of Transactions

SF 1034 Public Voucher for Purchases and Services other than Personal

SF 1036 Statement of Certificate and Award

SF 1047 Public Voucher for Refunds

SF 1069 Voucher for Allowance at Foreign Posts of Duty

SF 1080 Voucher for Transfer between Appropriations and/or Funds

SF 1081 Voucher and Schedule of Withdrawals and Credits

SF 1096 Schedule of Voucher Deductions

SF 1097 Schedule and Voucher for Transportation Charges

SF 1098 Schedule of Cancelled Checks

SF 1113 Public Voucher for Transportation Charges

SF 1114 Bill of Collection

SF 1114A Official Receipt

SF 1114B Collection Voucher

SF 1129 Reimbursement Voucher

SF 1143 Advertising Order

SF 1145 Voucher for Payment under Federal Tort Claims Act

SF 1154 Public Voucher for Unpaid Compensation Due a Deceased Civilian Employee

SF 1156 Public Voucher for Fees and Mileage of Witness

SF 1166 Voucher and Schedule of Payments

SF 1185 Schedule of Undeliverable Checks for Credit to Government Agencies

SF 1218 Statement of Accountability (Foreign Service Account)

SF 1219 Statement of Accountability

SF 1220 Statement of Transactions according to Appropriation, Funds and Receipt Accounts

SF 1221 Statement of Transactions According to Appropriation, Funds and Receipts Account (Foreign Service Accounts)

b. Memorandum or extra copies of accountable officers' returns including statements or transactions and accountability, all supporting vouchers, schedules, and related papers not covered elsewhere in this schedule, and excluding freight records covered in DCGRS 9 and payroll records in DCGRS 2.	Destroy 3 years after the period of the account.

2. **GAO Exceptions Files**

General Accounting Office notices of exceptions, such as Standard Form 1100, formal or informal, and related correspondence.	Destroy 1 year after exception has been reported as cleared by GAO.
3. Certificates Settlement Files.	
Copies of certificates of settlement of accounts of accountable officers; statements of differences, and related records.	
a. Certificates covering closed account settlements, supplemental settlements, and final balance settlements.	Destroy 2 years after date of settlement.
b. Certificates covering periodic settlements.	Destroy when 3 years old.
4. General Fund Files.	
Records relating to availability, collection, custody and deposit of funds including appropriation warrants and certificates of deposit (SF 201, 209, 219), and other than those records covered in Item 1 of this section.	Destroy when 3 years old.
5. Accounting Administrative Files.	
Correspondence, reports and data relating to voucher preparation, administrative audit, and other accounting and disbursing operations.	
a. Files used for workload and personnel management purposes.	Destroy when 2 years old.
b. All other files.	Destroy when 3 years old.
6. Federal Personnel Surety Bonds.	
a. Official copies of the bond and attached powers of attorney.	Destroy when 2 years old.

1) Bonds purchased prior to January 1, 1956.	Destroy 15 years after bond becomes inactive.
2) Bonds purchased after December 31, 1955.	Destroy 15 years after the end of the bond premium period.
b. Other bond files, including other copies of bonds and related papers.	Destroy when bond becomes inactive or after the end of the bond premium period.

7. **Gasoline Sales Tickets.**

Hard copies of sales tickets filed in support of paid vouchers for credit care purchases of gasoline.	Destroy after audit or when 3 years old, whichever is sooner.

8. **Telephone Toll Tickets.**

Original and copies of toll tickets filed in support of telephone toll call payments.	Destroy after audit or when 3 years old, whichever is sooner.

9. **Telegrams.**

Original and copies of telegrams filed in support of telegraph bills.	Destroy after audit or when 3 years old, whichever is sooner.

DISTRICT OF COLUMBIA
GENERAL RECORDS SCHEDULE 9

Travel and Transportation Records

This schedule covers records pertaining to the movement of goods and persons under government orders. The record keeping involved in the movements centers around bills of lading, transportation requests, vouchers, and associated records, including those prescribed by Title 5 of the General Accounting Office Policy *and Procedures Manual.* Copies of some records used to support payments become part of the accountable officers' accounts, or are accounting posting media. Their disposition may be covered by DCGRS 6, Item 1; or DCGRS 7, Item 4; or by Items 1 and 3 of this schedule.

Movement of Goods: The key record is the bill of lading, of which there are several copies for consignors, consignees, and the carriers themselves. The papers related to and normally filed with the bill of lading itself are varied and often voluminous. These may consist of shortage and demurrage reports, invoices, and other descriptive data which document the transaction. Included are records relating to the shipment of household effects, authorized by law or regulations for military personnel and for civilian employees of the government. Agencies shipping certain vouchers under the Government Losses in Shipment Act, which insures against loss, retain copies of schedules of material shipped, papers relating to claims which may ensue, and other pertinent documents.

Movement of Persons: The movement of persons is documented essentially by copies of travel orders, authorizing travel and subsequent payment, and the standard vouchers showing payment for official travel. The primary copies of the travel orders are the administrative copy maintained by the transportation unit controlling the issuance of travel orders, and the copies used for encumbrance of funds.

Records created prior to January 1, 1921, must be offered to the D.C. Archives before applying the disposition instructions set forth in this schedule.

This general records schedule was approved by the Board of Commissioners on January 26, 1965.

ITEM	DESCRIPTION	AUTHORIZED DISPOSITION
1.	**Freight Files** Records relating to freight consisting of export certificates, transit certificates, demurrage car records books, shipping documents pertinent to freight classification, memorandum copies of	

DISTRICT OF COLUMBIA
GENERAL RECORDS SCHEDULE 9

Travel and Transportation Records

This schedule covers records pertaining to the movement of goods and persons under government orders. The record keeping involved in the movements centers around bills of lading, transportation requests, vouchers, and associated records, including those prescribed by Title 5 of the General Accounting Office Policy *and Procedures Manual*. Copies of some records used to support payments become part of the accountable officers' accounts, or are accounting posting media. Their disposition may be covered by DCGRS 6, Item 1; or DCGRS 7, Item 4; or by Items 1 and 3 of this schedule.

Movement of Goods: The key record is the bill of lading, of which there are several copies for consignors, consignees, and the carriers themselves. The papers related to and normally filed with the bill of lading itself are varied and often voluminous. These may consist of shortage and demurrage reports, invoices, and other descriptive data which document the transaction. Included are records relating to the shipment of household effects, authorized by law or regulations for military personnel and for civilian employees of the government. Agencies shipping certain vouchers under the Government Losses in Shipment Act, which insures against loss, retain copies of schedules of material shipped, papers relating to claims which may ensue, and other pertinent documents.

Movement of Persons: The movement of persons is documented essentially by copies of travel orders, authorizing travel and subsequent payment, and the standard vouchers showing payment for official travel. The primary copies of the travel orders are the administrative copy maintained by the transportation unit controlling the issuance of travel orders, and the copies used for encumbrance of funds.

Records created prior to January 1, 1921, must be offered to the D.C. Archives before applying the disposition instructions set forth in this schedule.

This general records schedule was approved by the Board of Commissioners on January 26, 1965.

ITEM	DESCRIPTION	AUTHORIZED DISPOSITION
1.	**Freight Files** Records relating to freight consisting of export certificates, transit certificates, demurrage car records books, shipping documents pertinent to freight classification, memorandum copies of	

1) Bonds purchased prior to January 1, 1956.	Destroy 15 years after bond becomes inactive.
2) Bonds purchased after December 31, 1955.	Destroy 15 years after the end of the bond premium period.
b. Other bond files, including other copies of bonds and related papers.	Destroy when bond becomes inactive or after the end of the bond premium period.
7. **Gasoline Sales Tickets.**	
Hard copies of sales tickets filed in support of paid vouchers for credit care purchases of gasoline.	Destroy after audit or when 3 years old, whichever is sooner.
8. **Telephone Toll Tickets.**	
Original and copies of toll tickets filed in support of telephone toll call payments.	Destroy after audit or when 3 years old, whichever is sooner.
9. **Telegrams.**	
Original and copies of telegrams filed in support of telegraph bills.	Destroy after audit or when 3 years old, whichever is sooner.

ITEM	DESCRIPTION	AUTHORIZED DISPOSITION
	government or commercial bills of lading, shortage and demurrage reports, and all supporting documents; and including records relating to the shipment of household goods.	
	a. Issuing office memorandum copies.	Destroy when 3 years old.
	b. All other copies.	Destroy when 1 year old.
2.	**Lost of Damaged Shipment Files.**	
	Schedules of values shipped, correspondence, memorandums, reports, and other records relating to the administration of the "Government Losses in Shipment Act."	Destroy when 3 years old.
3.	**Passenger Transportation Files.**	
	Memorandum copies of vouchers (SF 1113A), memorandum copies of transportation requests (SF 1169), travel authorizations, transportation request registers, and all supporting papers.	
	a. Issuing office memorandum copy.	Destroy when 3 years old.
	b. Obligation copy.	Destroy when funds are obligated.
	c. Unused ticket redemption forms, such as Form 1170.	Destroy when no longer needed.
4.	**Passenger Reimbursement Files.**	
	Records relating to reimbursing individuals, such as travel orders, per diem vouchers, transportation requests, hotel reservations, and all supporting papers documenting official travel by employees or others authorized by law to travel.	
	a. Travel administrative office files.	Destroy when 3 years old.
	b. Obligation copies.	Destroy when funds are obligated.

ITEM	DESCRIPTION	AUTHORIZED DISPOSITION
5.	**General Travel and Transportation Files.**	
	a. Correspondence, forms and related records pertaining to agency travel and transportation functions, not covered elsewhere in this section.	Destroy when 2 years old.
	b. Accountability records.	Destroy 1 year after all entries are cleared.

DISTRICT OF COLUMBIA
GENERAL RECORDS SCHEDULE 10

Motor Vehicle Maintenance and Operations Records

These records pertain to the management, maintenance, and operation of motor vehicles used by District government agencies.

This section covers agency records pertaining to the daily use and operation of motor vehicles. In general, records pertaining to motor vehicles reflect a threefold responsibility:

a. the accumulation of cost and operating data for internal accounting and management purposes and for reports submitted to the Federal Supply Service (SF 82), and equivalent D.C. government forms;

b. the maintenance of the vehicles themselves; and

c. protecting the interest of the District government in accident claims against it.

The records themselves consist of chauffeur service logs and reports, vehicle repair and maintenance check-off sheets, cost ledgers and claims correspondence and forms.

Records created prior w January 1, 1921, must be offered to the D.C. Archives before applying the disposition instructions set forth in this schedule.

This general records schedule was approved by the Board of Commissioners on January 26, 1965.

1.	Motor Vehicle Correspondence Files	
	Correspondence in the operating unit for maintenance and operation of motor vehicles not otherwise covered in this section.	Destroy when 2 years old.
2.	Motor Vehicle Operation and Maintenance Files.	
	a. Operating records including those relating to gas and oil consumption, dispatching and scheduling.	Destroy when 3 months old.
	b. Maintenance records, including those relating to service and repair.	Destroy when 1 year old.

ITEM	DESCRIPTION	AUTHORIZED DISPOSITION
3.	Motor Vehicle Cost Files.	
	Motor vehicle ledger and work sheets providing cost and expense data.	Destroy 3 years after discontinuance of ledger or date of work sheet.
4.	Motor Vehicle Report Files.	
	Reports on motor vehicles (other than accident, operating and maintenance reports).	Destroy 3 years after date of report.
5.	Motor Vehicle Accident Files.	
	Records relating to motor vehicle accidents, maintained by transportation offices.	Destroy 6 years after case is closed.
6.	Motor Vehicle Release Files.	
	Records relating to transportation, sale, donation or exchange of vehicles.	Destroy 4 years after vehicle leave agency custody.
7.	Motor Vehicle Operation Files.	
	Records relating to individual employee operation of government owned vehicles, including driver tests, authorizations to use, safe driving awards, and related correspondence.	Destroy 3 years after separation of employee or 3 years after recision of authorization to operate government owned vehicle, whichever is sooner.

DISTRICT OF COLUMBIA
GENERAL RECORDS SCHEDULE 12

COMMUNICATION RECORDS

The principal records documenting communication functions include messenger service data, telecommunications service control and operational records; summary of long distance telephone reports; postal records, consisting of Post Office forms and supporting papers; mail control records and supporting and related papers; agency copies of penalty mail reports; and records relating to private delivery services (such as United Parcel Service).

This section covers the records described below, wherever located in an agency, but does not cover records which reflect government-wide programs rather than administrative management functions.

Records created prior to January 1, 1921, must be offered to the D.C. Archives before applying the disposition instructions set forth in this schedule.

This general records schedule was approved by the Board of Commissioners on January 26, 1965.

ITEM	DESCRIPTION	AUTHORIZED DISPOSITION
1.	**Messenger Services Files.**	
	Daily logs, assignment records and instructions, dispatch records, delivery receipts, route schedules, and related records	Destroy when 2 months old.
2.	Communication Correspondence, Reports and Reference Files.	
	a. Correspondence and related records Pertaining to internal administration and operation.	Destroy when 2 years old.
	b. Telecommunications general files including plans, reports, and other records pertaining to equipment requests, telephone service, and like matters.	Destroy when 3 years old.
	c. Telecommunications statistical reports including cost and volume data.	Destroy when 1 year old.

d. Telecommunication reference voucher files.	
(1) Reference copies of vouchers, bill invoices, and related records.	Destroy when 1 fiscal year old.
(2) Records relating to installation, change, removal, and servicing of equipment	Destroy 1 year after audit or when 3 years old, whichever is sooner.
e. Copies of agreements with background data and other records relating to agreements for telecommunication services.	Destroy 2 years after expiration or cancellation of agreements.
3. Telecommunications Operational Files	
a. Message registers, logs, performance reports, daily load reports, and related and similar records.	Destroy when 6 months old.
b. Copies of incoming and original copies of outgoing messages, including SF 14, Telegraphic Message.	Destroy when 2 months old.
c. Machine copies (hard copies), discs, and tapes of outgoing messages.	Destroy after transmission.
4. Telephone Summaries.	
Summaries of long distance telephone report used to indicate authorized use of telephone service as well as to audit expense vouchers.	Destroy after the close of fiscal year in which audited.
5. Postal Records.	
Post Office forms and supporting papers, exclusive of records held by the United States Postal Service.	
a. Records relating to incoming or Outgoing registered mail pouches, registered, certified, insured, and special delivery mail including receipts and return receipts.	Destroy when 1 year old.

b.	Application for postal registration and certificates of declared value of matter subject to postal surcharge.	Destroy when 1 year old.
c.	Report of loss, rifling, delay, wrong delivery, or other improper treatment of mail matter.	Destroy when 1 year old.

6. Mail and Delivery Service Control Files.

a.	Records of receipt and routing of incoming and outgoing mail and items handled by private delivery companies such as United Parcel Service, excluding both those covered by Item 5 of this section and those used as indexes to correspondence files.	Destroy when 1 year old.
b.	Statistical reports of postage used on outgoing mail and fees paid for private deliveries (special delivery, foreign, registered certified, and parcel post or packages over 4 pounds).	Destroy when 6 months old.
c.	Requisition for stamps (exclusive of copies used as supporting documents to payment vouchers).	Destroy when 6 months old.
d.	Statistical reports and data relating to handling of mail and volume of work performed.	Destroy when 1 year old.
e.	Records relating to checks, cash, stamps, money orders, or any other valuables remitted to the agency by mail.	Destroy when 1 year old.
f.	Records of any receipts for mail and Packages received through the official mail and messenger service.	Destroy when 6 months old.
g.	General files including correspondence, memorandums, directives, and guides relating to the administration of mail room operations.	Destroy when 1 year old or when superseded or obsolete, whichever is applicable.
h.	Locator cards, directories, indexes, and other records relating to mail	Destroy 5 months after separation or transfer of individual or when obsolete,

delivery to individuals.	whichever is applicable.

7. Penalty Mail Report Files.

Official penalty mail reports and all related papers.	Destroy when 6 years old.

8. Postal Irregularities File.

Memorandums, correspondence, reports and other records relating to irregularities in the handling of mail, such as loss or shortage of postage stamps or money orders, or loss or destruction of mail.	Destroy 3 years after completion of investigation.

EXCERPT FROM THE

DISTRICT OF COLUMBIA
GENERAL RECORDS SCHEDULE 14

INFORMATIONAL SERVICES RECORDS

This schedule covers certain records pertaining to informational services performed by District agencies in their day-to-day affairs and in their relations with the public; including records created in administering the D.C. Freedom of Information Act (DCFOIA). Except as otherwise specified in individual items, it applies to copies of these records wherever located in an agency. Items two (2) and six (6) apply only to files maintained in the office responsible for the operation of the informational activities of the agency of subdivision thereof.. Items nine (9) through thirteen (13) describe the files accumulated in carrying out the provisions of the DFOIA.

These records consist of inquiries, replies, and related correspondence; and in the case of DCFOIA, reports, and appeal case files; and administrative background material for *formal informational releases.* Closely related records such as certain records relating to budget presentation, and printing, duplicating and distribution are covered by other general records schedules.

Records created prior to January 1, 1921, must be offered to the D.C. Archives before applying the disposition instructions set forth in this schedule.

This general records schedule was approved by the D.C. Records Disposition Committee on December 18, 1986. It replaces D.C. Schedule 40, Section 24.

ITEM	DESCRIPTION	AUTHORIZED DISPOSITION
16.	**Freedom of Information Act (DCFOIA) Requests Files.**	
	Files created in response to requests for information under provisions of the DCFOIA, consisting of the original request, a copy of the reply thereto, and all related supporting files which may include official file copy of requested record or copy thereof.	
	a. Correspondence and supporting documents (excluding the official file copy of the records requested if filed therein.	
	(1) Granting access to all requested records.	Destroy 2 years after date of reply.
	(2) Responding to requests for nonexistent	

EXCERPT FROM THE

DISTRICT OF COLUMBIA GENERAL RECORDS SCHEDULE 14

ITEM	DESCRIPTION	AUTHORIZED DISPOSITION
	records; to requestors who provide inadequate descriptions; and to those who fail to pay agency reproduction fees.	
	(a) Request not appealed.	Destroy 2 years after date of reply.
	(b) Request appealed	Destroy as authorized under Item 17.
	(3) Denying access to all or part of the records requested.	
	(a) Request not appealed.	Destroy 5 years after date of reply.
	(b) Request appealed.	Destroy as authorized under Item 17.
	b. Official file copy of requested records	Dispose of in accordance with approved agency disposition instructions for the related records, or with the related DCFOIA request, whichever is later.
17.	**DCFOIA Appeals files.**	
	Files created in responding to administrative appeals under the DCFOIA for release of information denied by the agency, consisting of the appellant's letter, a copy of the reply thereto, and related supporting documents, which may include the official file copy of records under appeal or copy thereof.	
	a. Correspondence and supporting Documents (excluding the file copy of the records under appeal if filed herein).	Destroy 4 years after final determination by agency or 3 years after final adjudication by courts, whichever is later.
	b. Official file copy of records under appeal.	Dispose of in accordance with approved agency disposition instructions for the related DCFOIA requests, whichever is later.
18.	**DCFOIA Control Files.**	
	Files maintained or control purposes in responding to requests, including registers and similar records listing date, nature, and	

EXCERPT FROM THE

DISTRICT OF COLUMBIA GENERAL RECORDS SCHEDULE 14

ITEM	DESCRIPTION	AUTHORIZED DISPOSITION
	purpose of request and name and address of requestor.	
	a. Registers or listings.	Destroy 5 years after date of last entry.
	b. Other Files	Destroy 5 years after final action by the agency or after final adjudication by courts, whichever is later.
19.	**DCFOIA Report Files.**	
	Recurring reports and one-time information requirements relating to the agency implementation of the Freedom of Information Act, including annual reports to the Mayor.	
	a. Annual reports at departmental agency level.	**PERMANENT.** Offer to Archives with related agency records approved for permanent retention in agency records control schedule or when 15 years old whichever is sooner.
	b. Other reports.	Destroy when 2 years old or sooner if no longer needed for administrative use.
20.	**DCFOIA Administrative Files.**	
	Records relating to the general agency implementation of the DCFOIA, including notices, memoranda, routine correspondence, and related records.	Destroy when 2 years old or sooner if no longer needed for administrative use.

EXCERPT FROM

DISTRICT OF COLUMBIA
GENERAL RECORDS SCHEDULE 18

SECURITY AND PROTECTIVE SERVICE RECORDS

Security and protective services records include the various files created by District agencies to control and protect government facilities from unauthorized entry, or loss; and to develop and implement plans for the protection of life and property under emergency conditions. Included are files of offices having District-wide or agency-wide responsibilities for security and protective services programs. Also included are files of security units, guard forces, and other organizational elements documenting access to facilities, and like matters.

This schedule authorizes disposal of records documenting administrative actions relating to the above functions. Records documenting District-wide or agency-wide security and protective services planning and programming, reflecting basic overall policies and determinations (Item 1) of this schedule, are not authorized for disposal or destruction by this schedule. Variations among agencies in methods of implementing statutory requirements for security and protective services result in dissimilarities in program documentation. District agencies must include Item 1 below in their agency records schedule.

Records created prior to January 1, 1921, must be offered to the D.C. Archives before applying the disposition instructions set forth in this schedule.

This general records schedule was approved by the Board of Commissioners on January 26, 1965.

ITEM	DESCRIPTION	AUTHORIZED DISPOSITION
10.	**Survey and Inspection Files (Government Owned Facilities).**	
	Reports of surveys and inspections of government-owned facilities conducted to insure adequacy of protective and preventive measures taken against hazards of fire, explosion, and accidents, and to safeguard information and facilities against sabotage and unauthorized entry.	Destroy when 3 years old, or upon discontinuance of facility, whichever is sooner.

DISTRICT OF COLUMBIA GENERAL RECORDS SCHEDULE 22

Records created prior to January 1, 1921 must be offered to the D.C. Archives before applying the disposition instructions set forth in this schedule.

This general records schedule was approved by the D.C. Records Disposition Committee on May 17, 1989. It replaces DCGRS 22, approved February 15, 1989.

ITEM	DESCRIPTION	AUTHORIZED DISPOSITION
1.	**Preliminary Drawings or Sketches.**	
	Included are drawings that are conceptual in nature. These drawings are usually freehand studies that show the basic design of the structure, and include the arrangement of rooms, general appearance of elevations, and floor plans, as well as other details under consideration.	Retain in agency until construction is completed. Contact D.C. Archives for assistance in appraising these records.
2.	**Presentation Drawings, Rendering or Perspective views.**	
	Included are architectural views of the outside elevations as well as general floor plans prepared to present the architect's ideas to the agency.	Retain in agency until construction is comp[illegible]. Contact D.C. Archives for assistance in appraising these records.
3.	**Models.**	
	Included are three dimensional, reduced-scale interpretations of the architectural drawings, preliminary drawings, or presentation drawings.	Submit request for disposition authority to D.C. Archives.
	CONSTRUCTION PROCESS DRAWINGS	
4.	**Intermediate and Pre-final Drawings.**	
	Included are all drawings which are created and reviewed in preparation of the final working drawings.	Destroy when no longer needed.
5.	**Final Working Drawings.**	
	Included are the original master tracings or	Retain in agency for the life of the building.

DISTRICT OF COLUMBIA
GENERAL RECORDS SCHEDULE 22

Architectural, Design, and Engineering Drawings and Related Records

This section provides guidelines for the disposition of design and construction drawings and related records that have been created or received by agencies of the District government in connection with the design, construction, and use of buildings and properties owned or leased by the D.C. government. Records such as plans submitted for building and other permits, as well as designs and plans for monuments, memorials, parks and open spaces submitted for review and approval are not covered by this General Records Schedule. Disposition instructions for Lease records should be included in an agency's records retention schedule.

Drawings refer to those graphic and engineering records that depict conceptual as well as precise measured information essential for the planning and construction of static structures such as buildings, bridges, canals, and other public works projects, as well miscellaneous engineering projects such as machinery and equipment. Related records are comprised chiefly of indexes and finding aids, specifications, and three-dimensional models.

Most design and construction records lose their usefulness to the agency after specific periods of time. Generally speaking, drawings pertaining to the architectural design process lose their administrative usefulness after the final construction plans are accepted; hence design records should be considered inactive after the completion of the construction project. Precise measured drawings, when they are made, are used during the construction, repair, or remodeling phases, and have a continuing value during the life of the structure, especially for repair and maintenance projects. The original construction drawings as well as repair and alteration drawings (or microfilm, copies) should be considered active while the structure is still used, maintained owned by the District Government.

After the design and construction files are no longer useful to the government of the District of Columbia, certain records have continuing historical value, particularly for the architectural historian, historic preservationist, and social historian. Since it is not feasible to retain a complete set of drawings for each construction project sponsored by the District government, it is necessary to make a selection of records for permanent preservation. This selection must take into consideration not only the types of records but also the nature of the individual construction projects. The general intent of any selection should be based on documenting the structures and projects that are architecturally, historically, and technologically significant. The selection of individual buildings or projects should be made by agency personnel with the assistance of the staff of the District of Columbia Archives.

DISTRICT OF COLUMBIA
DEPARTMENT OF CORRECTIONS

Program Statement

OPI: ENVIRONMENTAL
Number: 2920.1B
Date: March 9, 2001
Subject: Fire Safety

1. **PURPOSE AND SCOPE.** To provide a safe environment to the staff and inmates who work in and are remanded to institutions operated by the District of Columbia Department of Corrections (DCDC).

2. **PROGRAM OBJECTIVES.** The expected results of this program statement are:

   a. Staff and inmates will know the proper procedures to follow in the case of fire.

   b. DCDC facilities will comply with National Fire Protection Association (NFPA) standards, placing particular emphasis on NFPA 101, the ***Life Safety Codes***.

3. **DIRECTIVES AFFECTED**

   a. **Directives Rescinded**

   D.O. 2920.1A "Department of Corrections Fire Safety Program' (9/1/92)

   b. **Directives Referenced**

   PS 5320.1 "Key Control" (4/14/00)

   PS 5022.1A "Tool and Weapon Control" (6/16/00)

   PS 4050.1B "Inmate Property" ((6/30/99)

4. **AUTHORITY.** D. C. Code 24-442

5. **STANDARDS REFERENCED**

   a. American Correctional Association (ACA) 3rd edition Standards for Adult Correctional Institutions: 3-4121

   b. ACA 3rd Edition Standards for Adult Local Detention Facilities: 3-ALDF-3B-01, through 3-ALDF-3B-04

c. ACA 2nd Edition Standards for Administration of Correctional Agencies: 2CO-3B-01,

d. ACA Standards for Adult Community Residential Services: 3-ACRS-2A-03,

6. REGULATIONS

a. District of Columbia Municipal Regulations Title 12 Building Codes

b. Building Official and Administrators, National Building Code, 12th Edition

c. American Public Health Association, Life Safety Code, 2nd Edition

d. National Fire Protection Association Code 101

e. Occupational Safety and Health Administration Fire Safety Regulation

7. DEFINITIONS. For the purposes of this Program Statement, the following definitions shall apply:

a. **Container** - Any bag, bottle, barrel, box, can, cylinder, drum, reaction vessel, storage tank and the like which contains or might have contained a hazardous chemical.

b. **Emergency**– Any significant disruption to normal DCDC operations, procedures and/or policies caused by fire, natural disaster, riot, escape, employee action or any other serious incident.

c. **Facility** – A location of the DCDC in which staff work and/or inmates are housed. Facilities include, but are not limited to, correctional institutions, community correctional centers, DCDC headquarters and any other locations where staff works.

d. **Actual Fire Drill** – A fire drill in which one or more portions of the institution or the housing unit and administrative buildings are evacuated.

e. **Mock Fire Drill** – A drill which consists of verbal instructions to the staff by the Institution Fire Marshal and/or the assigned Officer in Charge of the housing unit on proper evacuation procedures as well as fire equipment and keys.

8. RESPONSIBILITIES

a. **Wardens/Administrators/Office Chiefs**

1) The Warden/Administrator/Office Chief shall ensure that staff and trained in basic fire safety responsibilities and that they comply with the fire safety program as outlined in this directive.

2) The Warden/Administrator shall ensure that inmates are trained in basic fire safety responsibilities and that they comply with the fire safety program as outlined in this directive.

3) The Warden or CCC Administrator shall take all necessary and appropriate actions to ensure that all violations cited, found or observed are corrected. The Warden or CCC Administrators shall maintain written documentation to substantiate the violations noted and the corrective actions taken.

b. **DCDC Employees**

1) Employees shall report possible or known fire safety hazards/violations to the Institutional Fire Marshal.

2) All DCDC employees and staff shall participate in all fire drills and fire safety activities.

c. **DCFD Fire Marshal**

The District of Columbia Fire Marshal inspects each institution once a year.

d. **DCDC Fire Marshal**

1) The DCDC Fire Marshal shall inspect each facility at least once per quarter and report any deficiencies in the institution's fire safety program to the Warden/ Administrator/Office Chief.

2) The DCDC Fire Marshal shall work with the Warden or CCC Administrators and the Institution Fire Marshal to provide technical assistance and develop an Institutional Fire Safety IS that ensures that fire safety codes are followed and violations are promptly abated.

3) The DCDC Fire Marshal shall train and mentor each Institution Fire Marshal

4) The DCDC Fire Marshal shall maintain all environmental records for a period of no less than 5 years.

5) The DCDC Fire Marshal shall maintain current codes and regulations and provide updates to the Warden/Administrator/Office Chiefs and the Institution Fire Marshals to ensure they remain abreast of new regulations.

e. **INSTITUTION FIRE MARSHAL.**

1) The Warden or CCC Administrator shall identify staff to work as the Institution Fire Marshal and one or more Alternate Fire Marshals. The Fire Marshal is a full time

position in each institution that has an average daily population of over 400 inmates.

2) Each Institution Fire Marshall shall be trained by the DCDC Fire Marshal and work with the Warden or CCC Administrator to ensure that all fire and safety codes are followed.

3) The Institution Fire Marshal shall:

   a) Prepare an evacuation plan in English and Spanish for every part of the institution and post the plan for each area in that area.

   b) Conduct weekly and monthly fire safety inspections of all areas of the institution and prepare a report to the Warden or CCC Administrator to assure that:

      (1) All emergency and exit lighting and fire detection equipment is working;

      (2) Flammable combustible or caustic liquids, as well as oxygen, fuels or gases are used and stored appropriately;

      (3) Fire extinguishers are of the proper type and inspected; and

      (4) Deficiencies are documented and a discussion is held with the Warden/ Administrator/Office Chief when a non-life threatening deficiency has not been abated within sixty days.

      (5) Conduct either mock or full fire drills once a month;

      (6) Ensure that fire drills are conducted in each area of the facility not less than annually.

      (7) Provide training for the staff in the use of the SCBA air pack;

      (8) Cite fire safety code violations;

      (9) Submit written reports to the Warden or CCC Administrator and the DCDC Fire Marshal noting each violation and the plan and time schedule for correction.

      (10) Assure that in case of fire all exits can be opened rapidly.

      (11) Assure that the local fire department has a copy of facility fire plan

      (12) Prepare weekly the Fire Safety Inspection Form (Attachment 1) and a memorandum describing the Safety Action Plan and send one copy of the report to his or her immediate supervisor and another copy to the

designated Facilities Management Foreman to initiate the required corrective action.

9. FIRE DRILLS.

a. Fire drills shall be held regularly during all three shifts at all DCDC facilities and shall be monitored and documented by the shift supervisor and/or the Institution Fire Marshal.

b. A Fire Drill Evaluation Work sheet shall be used to record each fire drill and a written report describing the results of the each actual or mock fire drill shall be submitted through the chain of command to the Warden and to the DCDC Fire Marshal. The Warden/Administrator/Office Chief, the Institution Fire Marshal and/or the DCDC Fire Marshal shall evaluate the following activities and take necessary corrective actions (to include training, physical plant issues, etc).

1) Response Time: During each drill the response time shall be recorded indicating the time that elapsed between the sounding of the first alarm and assistance arrived, when medical assistance arrived, when the supervisor brought the emergency keys, when the doors where all opened and when the drill concluded.

2) Number of Responders: The number of officers who responded to provide assistance.

3) Number of Medical Responders: The number of members of the medical staff who responded to provide assistance.

Odie Washington

Odie Washington
Director

Attachment

DISTRICT OF COLUMBIA
DEPARTMENT OF CORRECTIONS

Program Statement

OPI: DIR

Number: 3310.4G
Date: June 21, 2004
Subject: Sexual Harassment Against Employees

1. **PURPOSE AND SCOPE.** To implement an Order of the United States District Court in Bessye Neal, et al v. Margaret Moore, Director, DC Department of Corrections, Civil Action No. 93-2420, dated June 28, 1999 and to implement procedures for reporting, filing, investigating, and adjudicating claims of sexual harassment and/or retaliation relating to sexual harassment within the District of Columbia Department of Corrections. This directive applies to employees, contract employees and volunteers under the direction or control of the DC Department of Corrections (DOC).

2. **POLICY.** It is the policy of the DC Department of Corrections to prohibit sexual harassment as well as retaliation for objecting to or reporting incidents of sexual harassment.

3. **NOTICE OF NONDISCRIMINATION.** In accordance with the DC Human Rights Act of 1977, as amended, DC Code section 2.1401.01 et seq., (Act) the District of Columbia does not discriminate on the basis of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, matriculation, political affiliation, disability, source of income, or place of residence or business. Sexual harassment is a form of sex discrimination, which is also prohibited by the Act. Discrimination in violation of the Act will not be tolerated. Violators will be subject to disciplinary action.

4. **PROGRAM OBJECTIVES.** The expected results of this program are:

   a. DOC employees will have a clear understanding of what constitutes sexual harassment and retaliation, what the penalties are for engaging in such conduct, and what the proper procedures are for reporting incidents of sexual harassment and related retaliation.

   b. To explain the Office of the Special Inspector (OSI) which is responsible for promulgating policies and procedures regarding the intake, investigation and adjudication of complaints of sexual harassment and related retaliation as

well as establishing models and protocols for sexual harassment/retaliation training.

c. DOC will take appropriate and prompt action in matters relating to sexual harassment as directed by the Special Inspector (SI).

5. DIRECTIVES AFFECTED

a. **Directives Rescinded**

PS 3310.4F "Sexual Harassment Against Employees" (12/22/03)

b. **Directives Referenced.** None

6. AUTHORITY

a. Order of the United States District Court in Civil Action No. 93-2420, dated 6/28/99.

b. 31 DCR 56, "Equal Employment Opportunity Rules Governing Complaints of Discrimination in the District of Columbia Government," dated 1/6/84.

c. Mayor's Order 79-89, "Sexual Harassment", dated 5/24/79; and the Order of the United States District Court in Civil Action No. 77-1359.

d. DC Human Rights Act of 1977, as amended, DC Code section 2.1401.01 et seq., (Act).

7. STANDARDS REFERENCED

a. American Correctional Association (ACA) 2nd Edition Standards for Administration of Correctional Agencies 2-CO-1C-11.

b. American Correctional Association (ACA) 4th Edition Standards for Adult Local Detention Facilities 4-ALDF-7E-01.

8. DEFINITIONS. For the purpose of this PS, the following definitions apply:

a. **Adverse Employment Action** — Any negative change in the terms and conditions of an employee's employment. It can include such things as transfers, shift changes, negative performance evaluations, unwarranted discipline, harassment or denial of promotion or shift requests. It also can include the creation of a hostile work environment because the employee engaged in a legally protected activity related to a claim of sexual harassment.

b. **Cease and Desist Order** — An order prohibiting unnecessary contact between the complainant and respondent while an allegation of harassment or retaliation is investigated. However, to ensure the continued efficient operation of the agency, it does not always prohibit interaction between the complainant and the respondent as may be required to carry out the employees' respective duties and responsibilities.

c. **Complainant** – An employee who alleges he or she is the victim of sexual harassment and/or retaliation or who files a sexual harassment and/or retaliation complaint.

d. **Disciplinary Action/Discipline —** Action taken against employees who have violated DOC policy, rules or regulations established by the District Personnel Manual (DPM), or any District of Columbia law or regulation.

e. **Investigators –** Persons who are specially trained by the OSI to conduct inquiries into allegations of sexual harassment and retaliation, determine the facts associated with sexual harassment and/or retaliation complaints filed with the OSI, and make recommendations of probable cause and, if applicable, disciplinary action.

f. **Ombudsperson** — A DOC employee or contractor who assists the OSI in monitoring DOC's sexual harassment policies and procedures.

g. **Sexual Harassment Advisory Committee** — A committee established by the OSI to provide feedback and make recommendations to the Special Inspector about policies, procedures and systemic problems related to sexual harassment and/or retaliation at DOC. The Committee also serves as a resource for individual employees with questions or concerns about sexual harassment and retaliation.

h. **Respondent** – The employee who is accused of sexual harassment and/or retaliation.

i. **Retaliation** – For purposes of this Policy Statement, retaliation is defined as taking or threatening to take an adverse employment action against an employee because that employee has engaged in legally protected activity.

j. **Legally Protected Activity —** Resisting, opposing or reporting sexual harassment, making oral or written complaints about sexual harassment, or testifying in, assisting in, or otherwise participating in the investigation of a sexual harassment complaint. Such activities are protected regardless of whether the conduct complained of is ultimately proven to have constituted sexual harassment.

k. **Sexual Harassment** – Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other conduct (verbal or physical) of a sexual nature when:

1) Submission to such conduct is made a term or condition of employment, either explicitly or implicitly;

2) Submission to or rejection of such conduct by an employee is used as the basis for employment decisions affecting such employee;

3) Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance; or

4) Such conduct creates an intimidating, hostile, or offensive working environment.

l. **Inappropriate Behavior** – The following list includes examples of sexual harassment. This list is not exhaustive, but is given to illustrate the range of conduct that must not be engaged in at work or during any work-related activities, including those that occur off-site. The list includes acts that are always sexual harassment, acts that may be sexual harassment under certain circumstances, or acts that may be inappropriate behavior for DOC employees even when not meeting the legal definition of sexual harassment.

m. **Verbal Behavior**

1) Making suggestive or sexual comments about another person's or one's own anatomy, figure, appearance, or clothing;

2) Making suggestive sounds, for example, kissing, sucking, groaning, howling or other simulated sex noises;

3) Asking personal questions about an employee's sex life, preferences, habits or sexual history;

4) Subjecting another employee to information about your own sex life; preferences, habits or sexual history;

5) Describing sexually explicit or pornographic acts, films, dreams, or fantasies;

6) Asking out a person who has made it clear that she or he is not interested;

7) Turning work discussions to sexual topics;

8) Telling sexual or sexist jokes;

9) Referring to employees or other persons in sexist or sexual terms; or

10) Repeatedly contacting an employee at home or initiating contact outside of the workplace about non-work related matters when the employee has made it clear that she or he has no interest in such contact.

n. **Non-Verbal or Physical Behavior**

1) Looking a person up and down, fixing eyes on sexual parts of anatomy;

2) Giving unwanted gifts, letters, notes;

3) Making suggestive facial gestures, such as winking, wagging the tongue, throwing kisses, licking lips;

4) Simulating sex acts;

5) Displaying sexually explicit or sexually suggestive pictures, images, or objects;

6) Transmitting sexually explicit, profane, obscene, intimidating, defamatory or otherwise unlawful or inappropriate material in the office, via e-mail, or downloading such materials from the Internet;

7) Touching a person's body, hair or clothing;

8) Giving a person a massage around the neck or shoulders, hugging, kissing, patting, or stroking a person;

9) Touching or rubbing oneself sexually in view of another person;

10) Pulling another person's clothing off or up, or sticking a hand down another person's clothes, or undressing in front of or exposing oneself to another person;

11) Forcing another person to engage in activities such as dancing, drinking alcohol or coming to one's hotel room uninvited while on travel status; or

12) Putting sexually suggestive objects in a person's desk, locker or workspace.

9. GENERAL PROHIBITION AGAINST SEXUAL HARASSMENT AND RETALIATION

a. Each DOC employee is prohibited from engaging in sexual harassment or inappropriate sexual conduct and is protected from retaliation for complaining

about or witnessing sexual harassment or conduct, as defined above, against another employee.

b. Any employee who is found to have engaged in such conduct will be subject to discipline that, according to the severity of the offense, may include termination.

c. Consistent with all applicable personnel laws and regulations regarding employee discipline, any corrective or adverse action against an employee for sexual harassment or retaliation will be placed in the employee's official personnel file, and will be considered a significant negative factor in DOC performance evaluations, promotion decisions and consideration for reemployment as set forth in DPM Chapter 8.

10. **OFFICE OF THE SPECIAL INSPECTOR.** The Office of the Special Inspector (OSI) was established on April 30, 2002. Carolyn Lerner is the Special Inspector (SI).

a. **Independent Status of the OSI.** For three years after the office was established, the SI will operate independently of the DOC. The court may extend the independent status of the SI for one or two years.

b. **Authority of the OSI.** Subject to applicable laws and regulations, the OSI has authority over all complaints of sexual harassment and/or retaliation related to such complaints. The SI has authority to determine what relief, if any, to provide to complainants and what disciplinary action, if any, to impose on respondents. The SI has the authority to hire contract investigators and trainers to work directly for the SI, as well as such other staff as may be necessary to carry out the responsibilities of the OSI.

c. **Investigations and Findings.** OSI Investigators will investigate all complaints of sexual harassment and related retaliation and propose findings as to whether sexual harassment or retaliation has occurred. Investigators will forward their Investigative findings and recommendations to the SI who will either adopt or reject the investigators findings and recommendations.

d. **Findings of No Probable Cause of Sexual Harassment and/or Retaliation**

1) When the investigator recommends a finding of no probable cause, the investigator's Report and Recommendation ("Investigative Report") will be given to the SI. The SI may either remand the Investigative Report to the investigator for further investigation or revisions, or send a copy of the Investigative Report directly to the Complainant and Respondent at the addresses listed on their locator sheets. Receipt will be deemed effective within 3 days of mailing.

2) Responses to the Report of Investigation are not required. However, if they choose to submit a written response, Complainants and Respondents will each have 15 days from receipt of the Investigative Report to present any written submissions, or to request an extension of time.

3) The SI will review the Investigative Report along with any written submissions from a Complainant or Respondent. The SI will then either remand the Investigative Report to the investigator for further investigation or revisions, or issue findings as to whether sexual harassment and/or retaliation occurred.

4) If the SI determines that there is no probable cause to find that sexual harassment and/or retaliation occurred, a final decision dismissing the complaint will be issued. The SI's findings and determinations on probable cause will constitute the final decision of DOC.

5) If the SI determines that there is probable cause to find that sexual harassment and/or retaliation occurred, the SI will remand the Investigative Report to the investigator for proposed disciplinary action. The investigator will be the proposing official, as that term is used in DPM Chapter 16. The procedures explained below in Part "e". Findings of Probable Cause – Discipline and Relief will be followed.

e. **Findings of Probable Cause – Discipline and Relief**

1) When the investigator recommends a finding of probable cause, the investigator's Report and Recommendation ("Investigative Report") will be given to the SI. The SI may either remand the Investigative Report to the investigator for further investigation or revisions, or send a copy of the Investigative Report directly to the Complainant and Respondent at the addresses listed on their locator sheets. Receipt will be deemed effective within 3 days of mailing.

2) Responses to the Report of Investigation are not required. However, if they choose to submit a written response, Complainants and Respondents will each have 15 days from receipt of the Investigative Report to present any written submissions, or request an extension of time.

3) The SI will review the Investigative Report along with any written submissions from the Complainant and Respondent. The SI will then either remand the Investigative Report to the investigator for further investigation or revisions, or issue findings as to whether sexual harassment and/or retaliation occurred.

4) If the SI determines that there is probable cause to find that sexual harassment and/or retaliation occurred, the investigator will submit a request to process Corrective/Adverse Action to the Human Resources Management Division, DOC.

5) The investigator will be proposing official, as that term is used in DPM Chapter 16, and will have authority to propose disciplinary action against employees found to have engaged in sexual harassment and/or retaliation.

6) The proposed disciplinary action shall proceed under the terms of DPM Chapter 16 or under the terms of any collective bargaining agreement that may apply to the respondent. At-Will Employees, and all other employees for whom DPM Chapter 16 does not apply, will be subject to disciplinary action outside the provisions of DPM Chapter 16.

7) The SI's findings and determinations on probable cause, relief and discipline will constitute the final decision of DOC. Any challenge to the final decision shall proceed under either DPM Chapter 16 or the terms of any applicable collective bargaining agreement.

8) The SI will inform the Director or designee of the decision, and the Director or designee will immediately sign all necessary personnel related papers implementing the disciplinary ruling of the SI as the Deciding Official.

9) At-Will Employees, and all other employees for whom DPM Chapter 16 does not apply, will be subject to disciplinary action outside the provisions of DPM Chapter 16.

f. **Relief Awarded**

1) When the SI sustains an allegation of sexual harassment and/or retaliation, the SI may also order remedial action. In this regard, the SI may order any remedial action that the DOC Director may impose under the DC Human Rights Act.

2) The SI will advise the DOC Deputy Director as to the remedial measures to be taken, who will then be responsible for promptly implementing these measures.

3) The findings and decision of the SI constitute the final decision of the Director of DOC on the matter in question. The relief awarded to Complainant by the SI may include remedial personnel actions (including modifications of performance ratings) and back pay, but will not include compensatory damages, punitive damages, or attorneys' fees.

g. **Responsibility for Policies and Training**

1) The SI will develop and implement policies and procedures, consistent with federal and District of Columbia law, as necessary to carry out his/her responsibilities relating to claims of sexual harassment and/or retaliation.

2) The SI will design and make available training programs that new employees must attend promptly upon hire, and that current employees must attend at least annually. The SI and his/her staff will select trainers, training materials, schedule training sessions, and supervise all sexual harassment and retaliation training.

3) The SI, or the DOC Training Administrator working with the SI, will maintain records of employees who receive sexual harassment/retaliation training.

11. SEXUAL HARASSMENT ADVISORY COMMITTEE AND HOTLINE

a. **Advisory Committee**

1) The SI will establish an Advisory Committee on sexual harassment and related retaliation. The committee will meet at the SI's discretion to discuss issues brought to it by DOC employees or the SI, and to make recommendations to the SI about policies, procedures and systemic problems (not individual complaints) related to sexual harassment/retaliation at DOC.

2) The Advisory Committee will also provide feedback from employees to the SI regarding the effectiveness of training and other OSI programs. The SI will select members from among current DOC employees who respond to a general notice soliciting candidates, and will attempt to ensure that members represent employees from all levels and units of DOC.

3) The Advisory Committee members will also serve as a resource to all employees to discuss matters related to sexual harassment or related retaliation. The Advisory Committee members will keep all such communications confidential unless the employee authorizes otherwise.

b. **Hotline**

Employees may contact the Sexual Harassment of Employees hotline to report allegations of sexual harassment/retaliation or to receive information on procedures for pursuing a complaint. The hotline telephone number is (202) 448-2424.

12. **OMBUDSPERSON.** The SI will select either a DOC employee or contractor to serve as the Ombudsperson.

    a. The Ombudsperson shall monitor agency compliance for the prevention of sexual harassment against employees and provide feedback to the SI on potential problem areas or actual problems that exist.

    b. The Ombudsperson is available to employees on a confidential basis to hear concerns about possible sexual harassment or retaliation.

    c. The Ombudsperson may also serve as a mediator for complaints.

13. **EMPLOYEE COUNSELING**. The SI will coordinate with the Employee Assistance Program (EAP), as well as outside providers when the SI deems necessary, to provide counseling support and referrals to individuals alleging sexual harassment and/or retaliation who request such assistance. Confidentiality regarding services provided will be maintained.

14. **PROCEDURES**

    a. **Where to File a Complaint**

        1) Under the procedures established in this Program Statement, the SI has the authority and responsibility to receive, investigate and adjudicate internal complaints of sexual harassment and/or retaliation arising from complaints of sexual harassment.

        2) In addition, DOC employees retain their rights to file complaints about the same issue with the District of Columbia Office of Human Rights (OHR) and the United States Equal Employment Opportunity Commission (EEOC).

        3) All employees considering bringing an action outside the Department of Corrections are urged to consult legal counsel or the relevant agencies regarding his or her rights and any filing obligations. The OSI cannot and will not provide this information.

    b. **Time Limits**

        1) An employee must initiate the complaint process with the OSI within one year of the incident or behavior being complained of, or in the case of ongoing or continuing behavior, within one year of the most recent incident.

        2) Employees may also have the right to file complaints outside the DOC

with the DC Office of Human Rights (see 31 DCR 56) or the U.S. Equal Employment Opportunity Commission within the time limits set by those agencies.

c. **Combined Complaints of Sexual Harassment and other forms of discrimination or harassment.** The SI only has authority to investigate claims of sexual harassment and retaliation arising out of complaints of sexual harassment. If an employee has a complaint that includes other forms of discrimination or harassment, the employee must bring those complaints to other DOC offices. The SI is not required to provide guidance for complaints that do not fall within the scope of this Program Statement or within the jurisdiction of the SI.

d. **Procedures For Complaints Submitted to the Office of Special Inspector**

1) **Complaints:** The OSI will accept, investigate and adjudicate sexual harassment and related retaliation complaints that are submitted by current or former employees, provided they comply with the applicable time limits (see above). Complaints may be submitted in writing to:

a) Any DOC Supervisor/Office Chief/Administrator;

b) The DOC EEO Officer or EEO Counselor;

c) The DOC Deputy Director; or

d) The Special Inspector, either by calling the OSI Hotline at (202) 448-2424, or in writing to Carolyn Lerner, 1730 M Street, NW, Suite 412, Washington, DC 20036.

(1) Complaints not submitted directly to the SI will be immediately forwarded directly to the OSI without going through any chain of command.

(2) Any DOC supervisor who receives an oral complaint of sexual harassment and/or retaliation must instruct the employee to put the complaint in writing.

2) Complaints may be submitted either by employees who believe they have experienced harassment and/or related retaliation, or by witnesses of such conduct.

3) All current and former District of Columbia employees, and particularly DOC employees, are required to cooperate fully and promptly with requests by Investigators to provide interviews and other information.

4) Failure of employees to attend interviews as scheduled by Investigators,

and to cooperate in OSI investigations, or failure of DOC supervisors to arrange for employee attendance, will subject the employee or supervisor to discipline. In addition, the SI may dismiss the complaint of any Complainant who does not cooperate with the investigation or who cannot be reached because they have not notified the DOC of their address or telephone number changes.

5) Administrative leave will be credited for time spent at interviews if the interview is not scheduled for a time on the employee's regular shift.

6) Complainants and their representatives will be permitted reasonable use of official time for preparation and presentation of the complaint or to attend meetings with the SI or the OSI Investigator and to attend hearings in this matter.

7) Each employee against whom an adverse action has been proposed will be entitled to a reasonable amount of official time to prepare his or her response, not to exceed ten (10) hours of administrative leave. Such preparation will not take place at the employee's duty station or any non-public area of a government office, unless authorized by the agency head.

8) **Temporary/Permanent Personnel Actions.** In his or her sole discretion, the SI may direct a DOC supervisor, Office Chief/ Administrator, Deputy Director or Director to make appropriate adjustments in working conditions of a Complainant (for example, shift, post or schedule changes) while an allegation of sexual harassment and/or retaliation is being investigated or on a permanent basis as remedial relief where the SI determines that there is probable cause that sexual harassment or retaliation has occurred.

9) **Mediation.** In appropriate situations as agreed to by the Complainant, Respondent and other interested parties, the OSI may recommend the use of an impartial mediator or the Ombudsperson to assist the parties in fashioning a mutually-agreeable resolution that will result in voluntary withdrawal of the complaint. Where a resolution is not possible through mediation, the Complainant may pursue a formal complaint. Where appropriate, and within the SI's sole discretion, the OSI may retain qualified mediators.

10) **Confidentiality.** The SI and members of the OSI (including the Ombudsperson, Advisory Committee, hotline employees, and Investigators) will keep all pre-complaint inquiries confidential, unless the employee making the inquiry expressly authorizes the OSI to disclose all or part of the matters discussed. Formal complaints, as well as all information gathered or generated in the investigation, will be kept

confidential, except that individuals with a "need to know" (such as the Complainant, Respondent, witnesses, and management officials involved in the matter) may receive access to complaints and information gathered in the investigation.

e. **What Employees Can Do if They Think They Have Experienced or Witnessed Sexual Harassment or Retaliation Related to Sexual Harassment**

1) To receive information about what action can be taken or simply discuss the situation: Call the OSI Hotline or contact the OSI directly to report the sexual harassment and/or retaliation you experience or observe.

2) Be sure to specify whether you are initiating a complaint or asking for information, and whether any portion of your conversation may be disclosed to others.

3) To file a complaint with the DOC Special Inspector, send it to Carolyn Lerner, 1730 M Street, NW, Suite 412, Washington, DC 20036. You may also give a complaint to one of the following, who will then forward it to the OSI. Be sure to specify that you are submitting a complaint of sexual harassment and/or retaliation and keep a copy of your complaint.

a) Your immediate supervisor;

b) DOC EEO Officer or EEO Counselor;

c) DOC Supervisor/Office Chief/Administrator; or

d) DOC Deputy Director.

4) Complainants may ask the SI to order interim personnel actions (temporary shift changes, post assignments) that serve to separate them from the Respondent(s) while the complaint is pending. The SI will order such actions in accordance with this Program Statement as deemed appropriate.

15. RESPONSIBILITIES

a. **Special Inspector.** The SI will ensure that complaints of sexual harassment and retaliation for complaining about or witnessing sexual harassment are efficiently and accurately received, investigated and resolved as expediently as possible. At the conclusion of the investigation, the SI will issue findings as to whether there is probable cause to find that sexual harassment and/or retaliation has occurred, and, if so, order appropriate remedial action for

Complainants and discipline for Respondents. The SI will also be responsible for providing ongoing training on sexual harassment/retaliation for all DOC employees.

b. **Managers and Supervisors.** All managers and supervisors are responsible for the following:

1) Ensuring that the policies regarding sexual harassment and retaliation are implemented.

2) Promoting a workplace that is free of sexual harassment and retaliation, and ensuring that complaints of such conduct are promptly forwarded to the OSI in accordance with this Program Statement.

3) Monitoring his/her workplace to ensure that incidents of sexual harassment and/or retaliation are detected promptly and that each employee is aware of DOC's sexual harassment/retaliation policy and complaint procedures.

4) Ensuring that employees who file sexual harassment complaints are protected from retaliation.

5) Maintaining, to the greatest extent possible, the confidentiality of those employees who lodge sexual harassment/retaliation complaints or report evidence of sexual harassment or retaliation.

6) Complying with procedures for forwarding complaints, cooperating with investigations of allegations of sexual harassment/retaliation, and carrying out remedial and disciplinary orders of the OSI.

c. **Employees.** Each DOC employee is responsible for the following:

1) Ensuring that his or her conduct is free from all forms of sexual harassment or retaliation.

2) Refraining from using sexually offensive language, and from possessing sexually explicit or offensive materials (including literature, photographs, drawings), in the workplace.

3) Refusing to tolerate or condone sexual harassment and/or retaliation by other employees.

4) Cooperating with the OSI.

16. **PENALTIES**

a. The SI will be responsible for ensuring that disciplinary action is taken against

persons found in violation of the agency's sexual harassment policy.

b. Managers and supervisors who fail to report sexual harassment or fail to take appropriate action to resolve sexual harassment complaints will be subject to disciplinary action.

17. **DISSEMINATION.** The DOC will ensure that the poster explaining employee rights and procedures for filing complaints under this Program Statement is displayed permanently on all employee bulletin boards (Attachment B).

    a. Copies of this PS will be posted permanently on employee bulletin boards.

    b. Directors and Office Chiefs/Administrators, as appropriate, will ensure that each employee under his/her authority is issued a personal copy of this PS. Receipt of this PS will be documented on the "Acknowledgement Form" (Attachment A).

    c. Each new employee will receive a copy of this Program Statement.

18. **ANNUAL REVIEW AND CERTIFICATION.** This PS will be reviewed at least annually and revised, as necessary, by the SI.

Odie Washington
Director

ATTACHMENTS:

Attachment A – "Acknowledgment Form"
Attachment B – "Poster"

District of Columbia
DEPARTMENT OF CORRECTIONS
Washington, D.C. 20001

Office of the Director

DEPARTMENT ORDER

OPI: DDO
Number: 3350.1
Date: June 29, 1992
Subject: Personnel Manage

Subject: The Employee and Inmate Relationship

I. **Purpose:** This order establishes rules governing employee standards of conduct relative to persons committed to the custody of the District of Columbia Department of Corrections (DCDC).

II. **Policy:** It is the policy of the DCDC to strictly prohibit its employees from engaging in behaviors which conflict or appear to conflict with the interests of their official positions. Employees are expected to contribute to the agency's mission by facilitating an environment which fosters security and inmate rehabilitation.

III. **Applicability:** This order applies to employees of the DCDC.

IV. **Authority:** The Deputy Director is delegated the authority for enforcement of this order. This authority may be redelegated.

V. **Directives Affected:** This order supersedes, Part I, Chapter I, Manual of Regulations and Orders (July 25, 1960), Sections 1.21, 1.25, and 1.26 regarding relationships with inmates and former inmates.

VI. **Definitions:** For the purpose of this order, the following definitions apply:

A. Employee - Any person employed or volunteering services in the DCDC.

B. Family Member - A spouse, mother, father, sister, brother, son, daughter, grandmother, grandfather, aunt, uncle, niece, nephew, or cousin.

C. Inmate - Any person placed in the custody of the DCDC and under its purview.

VII. Procedures:

A. Relationships with Inmates

1. Employees shall not become intimately or romantically involved in relationships with inmates in the custody of the DCDC, including communication through written correspondence, telecommunications, and social interactions.

2. Employees shall not compromise their professional position by providing preferential treatment to inmates or former inmates, their relatives, representatives, or agents.

3. Employees shall not directly or indirectly accept any gift or favor which could be reasonably interpreted as influencing the employee to give preferential treatment to an inmate.

4. Employees shall not provide any gifts or favors to inmates, their relatives, representatives, or agents which might present a conflict of interest or give the appearance of a conflict of interest.

5. Employees shall not provide inmates or former inmates with official information that is not available to the general public.

6. Employees must obtain the written approval of their supervisor, i.e., Office Chief, Institution Administrator, Associate Director, Deputy Director or Director prior to conducting nonofficial visits with inmates. Such visits shall occur during an employee's nonduty hours, and the wearing of department uniforms is strictly prohibited.

B. Treatment of Inmates

1. Employees shall immediately notify their supervisors whenever a situation occurs in which their past or present personal relationship with an inmate adversely affects their ability to be impartial in their treatment of an inmate.

2. Supervisory personnel shall take immediate action to remedy any situation that results in an inmate receiving impartial or preferential treatment from agency employees.

3. Employees shall not be allowed to supervise or influence decisions affecting inmates who are their family members. Employees are required to notify their supervisors immediately upon becoming aware that these circumstances do exist or will exist.

4. Employees shall not treat inmates in any manner which compromises the integrity of their official position or the integrity of the DCDC.

VIII. **References:**

A. District of Columbia Personnel Manual (DPM), Chapters 16 and 18.

B. District of Columbia Government Integrity Standards.

Walter B. Ridley
Director

DISTRICT OF COLUMBIA
DEPARTMENT OF CORRECTIONS

Program Statement

OPI: DIR
Number: 3350.2D
Date: July 10, 2002
Subject: Sexual Misconduct Against Inmates

1. **PURPOSE AND SCOPE.** The D.C. Department of Corrections (DCDC) policy prohibits sexual misconduct against inmates and provides uniform procedures for preventing, reporting, investigating, and adjudicating incidents. Hereafter, reference to investigation and adjudication procedures for complaints of sexual misconduct shall also include complaints of retaliation and breach of confidentiality as separate acts of sexual misconduct.

   This directive shall apply to employees, contractors, volunteers and inmates within the DCDC and contract facilities.

2. **PROGRAM OBJECTIVES.** The expected results of this program are:

   a. Employees shall be prohibited from engaging in intimate or sexual relationships with inmates.

   b. The DCDC shall fully investigate and discipline persons who violate this directive.

   c. Retaliation against any individual because of their involvement in the reporting or investigation of a sexual misconduct complaint shall be prohibited.

3. **DIRECTIVES AFFECTED**

   a. **Directives Rescinded**

      PS 3350.2C, Sexual Misconduct Against Inmates, dated December 10, 1998.

   b. **Directives Referenced**

      1) PS 4030.1E, Inmate Grievance Procedures (IGP), dated May 4, 1992.

      2) PS 3350.1, The Employee and Inmate Relationship, dated June 29, 1992.

      3) District of Columbia Government Integrity Standards.

4) District of Columbia Personnel Manual (DPM), Chapter Sixteen, "General Discipline and Grievances".

5) D.C. Department of Corrections Manual of Regulations and Orders, dated July 1960, Chapter One, "Basic Regulations for All Employees".

6) PS 1280.2B, "Reporting and Notification Procedures for Significant Incidents and Extraordinary Occurrences", dated September 15, 2002.

4. **AUTHORITY**

a. D.C. Law 10-257, Anti-Sexual Abuse Act of 1994.

b. Women Prisoners of the District of Columbia Department of Corrections vs. District of Columbia, Civil Action No. 93-2052 (JLG)(DCDC).

5. **STANDARDS REFERENCED**

a. American Correctional Association 2nd Edition Standards for Administration of Correctional Agencies 2-CO-3C-01.

b. American Correctional Association 3rd Edition Standards for Adult Local Detention Facilities 3-ALDF-1C-07-1 and 3-ALDF-3E-08.

c. American Correctional Association 3rd Edition Standards for Adult Correctional Institutions 3-4268.

d. American Correctional Association 4th Edition Performance-Based Standards for Adult Community Residential Services 4-ACRS-6A-05.

6. **DEFINITIONS.** For the purpose of this directive, the following definitions shall apply:

a. **Sexual Misconduct.** Sexual behavior by any DCDC employee that is directed towards inmates under the care, custody, and supervision of the Department. Sexual misconduct toward inmates includes acts or attempts to commit acts of sexual abuse, sexual harassment or invasion of privacy.

b. **Sexual Abuse.** Sexual abuse is a criminal felony offense (See DC Code Sections 22-4101 through 22-4106 and 22-4113 through 22-4114) and is defined as any forced or coerced sexual act or sexual contact between an employee and inmate. Sexual contact shall include, but not be limited to, the touching of any clothed or unclothed body part for sexual reasons. Sexual contact between an inmate and an employee is sexual abuse even if the inmate consents.

c. **Sexual Harassment**

1) Verbal or physical sexual conduct that creates a hostile, offensive or intimidating environment, including, but not limited to, obscene or sexually offensive advances, gestures, and comments; or influencing or making promises involving an inmate's safety, custody, privacy, housing, privileges, work detail, or program status in exchange for sexual favors.

2) Influencing or threatening an inmate's safety, custody, privacy, housing, privileges, work detail, or program status because the inmate has refused to submit to a sexual advance.

d. **Invasion of Privacy**

1) Observing, attempting to observe, or interfering in an inmate's activities, which are of a personal nature, without a sound penological reason.

2) Failure of an employee of the opposite sex to announce his/her presence, without a sound penological reason, when entering an inmate's housing unit.

e. **Retaliation.** Restraint, interference, coercion, acts of covert or overt vengeance, or threats of action to discourage, prevent or punish an inmate for refusal to submit to sexual advances. An adverse action taken against any individual because of his/her involvement in the reporting or investigation of a sexual misconduct complaint.

f. **Complainant.** An individual who reports an act of sexual misconduct by staff against an inmate.

g. **Employee.** A person hired by DCDC on a full-time or part-time basis including contract staff, volunteers and interns, and any other D.C. Government employee whose work-site is located within a DCDC facility.

h. **Informant.** Any inmate who observes and reports an act of sexual misconduct against another inmate and requests to be treated as a confidential informant.

i. **Respondent.** An employee accused of sexual misconduct.

j. **Cease and Desist Order.** An order prohibiting contact between the complainant and respondent while an allegation of a particular course of misconduct is investigated.

7. RESPONSIBILITIES

a. Employees

1) Each employee shall strictly adhere to this directive by ensuring that his/her conduct does not constitute or promote sexual misconduct.

2) Each employee who receives any information, from any source, concerning sexual misconduct or who observes incidents of sexual misconduct, is required to immediately report the information or incident directly to the affected Deputy Director/Administrator/Office Chief or to the highest ranking official on duty at the time of the incident.

3) Employees who fail to report an allegation or any facts and circumstances that would lead a reasonable person to believe that sexual misconduct is occurring or has occurred, shall be subject to disciplinary action in accordance with the provisions set forth in Chapter Sixteen of the District Personnel Manual.

4) No employee, manager or supervisor except for the Office of Internal Affairs shall conduct any inquiry or investigation into the circumstances related to the allegations.

5) Employees and inmates involved in a sexual misconduct complaint shall not discuss any aspect of the case with other employees or inmates. Strict confidentiality shall be maintained at all times. Failure to maintained strict confidentiality shall result in appropriate disciplinary action.

6) Employees interfering with an investigation of sexual misconduct or refusing to answer proper questions during an official investigation shall be subject to disciplinary action in accordance with the provisions set forth in Chapter Sixteen of the District Personnel Manual.

b. Managers and Supervisors

1) The Deputy Director/Administrator/Office Chief or the highest-ranking staff member on duty at the time of a reported incident of sexual acts or sexual contact against an inmate, shall immediately report it to appropriate law enforcement authorities.

2) When sexual acts or sexual contact are alleged, the on scene supervisor shall immediately secure the crime scene.

3) The alleged victim shall immediately be given the necessary emergency medical treatment, without compromising the integrity of available physical evidence. If deemed necessary by institutional medical personnel, the inmate shall be transported to an outside medical facility.

4) The official who receives the complaint shall immediately issue a Cease and Desist Order to the respondent and complainant, and take immediate action in accordance with this directive to ensure the safety of the inmate.

5) The official who receives the complaint shall effect a referral for the complainant to mental health staff.

6) Failure to take other appropriate action, as defined in this directive, when sexual misconduct is alleged or has been determined to occur, shall subject the manager or supervisor to disciplinary action in accordance with Chapter Sixteen of the District Personnel Manual.

c. **Office of Internal Affairs (OIA).** The OIA, shall be responsible for:

1) Monitoring the Sexual Misconduct hotline for complaints of sexual misconduct.

2) Evaluating all sexual misconduct complaints, and when appropriate, assigning them for investigation.

3) Effecting all notifications as prescribed in this order.

4) Assigning a case number for logging and tracking complaints.

5) Reviewing all sexual misconduct complaint packages for sufficiency to ensure all pertinent information and documentation is included.

8. NOTIFICATIONS

a. Inmate Notifications

1) Each inmate shall be notified of the prohibition against sexual misconduct and of the requirements as outlined in this directive.

2) Each inmate shall be provided with written information on sexual misconduct during the intake/orientation process and shall be advised as to how to report a sexual misconduct complaint (Attachment 1).

3) The DCDC shall take appropriate steps to communicate this directive to inmates with reading and language difficulties or physical limitations.

4) This directive shall be posted on inmate bulletin boards, placed in law libraries and as appropriate, in inmate publications.

b. **Staff Notifications**

1) This directive and any other written directives pertaining to procedures for handling allegations of sexual misconduct against inmates shall be distributed to each employee and made readily available to each DCDC employee thereafter.

2) Volunteers, agents, and individuals that conduct business in DCDC facilities shall receive notification of the prohibition against sexual misconduct including procedures for prevention, reporting, investigation, and adjudication.

9. **PROCEDURES**

a. **Reporting Procedures for Inmates**

1) Any inmate may make a confidential report of sexual misconduct through the twenty-four (24) hour telephone hot line at (202-671-2851).

2) This number shall be given to inmates at intake and at orientation and shall be posted in areas accessible to inmates and in the Command/Control Center. (Attachment 2)

3) An inmate may file a sexual misconduct complaint with the Deputy Director, Administrator or Office Chief by forwarding a letter or utilizing the DCDC's inmate grievance system, as described in Program Statement 4030.1E, "Inmate Grievance Procedure (IGP), dated May 17, 2002.

4) Female inmates may submit an IGP or complaint to the Inmate Representative of the Inmate Grievance Advisory Committee.

5) The inmate may file the complaint directly with the Director as an "Emergency Grievance" in accordance with the emergency provisions outlined in PS 4030.1E, “Inmate Grievance Procedures (IGP)”.

6) An inmate may verbally advise any employee of acts or attempted acts of sexual misconduct.

b. **Reporting Procedures for Staff**

1) Each employee who receives any information, from any source, concerning sexual misconduct or who observes incidents of sexual misconduct, is required to immediately report the information or incident directly to the Deputy Director/ Administrator/Office Chief, or the highest ranking official who is on duty at the time of the incident.

2) The Deputy Director/Administrator/Office Chief or the highest-ranking official on duty shall make immediate verbal notification to the OIA when sexual misconduct complaints are reported. The OIA shall immediately notify the Director when deemed appropriate.

3) The Deputy Director/Administrator/Office Chief or the highest-ranking official on duty shall immediately issue a Cease and Desist Order to the complainant and respondent.

4) Each employee shall submit a written report, providing any information received or observed that concerns sexual misconduct to the Deputy Director/ Administrator/Office Chief or the highest-ranking official on duty, before the end of his/her workday.

5) The Deputy Director/Administrator/Office Chief or the highest-ranking official on duty shall forward one copy of the sexual misconduct report to the OIA by the end of the workday.

c. **Procedures – Office of Internal Affairs**

1) If the OIA receives an allegation of sexual abuse via the telephone hot line or via direct correspondence, the complaint shall be verbally reported immediately to the affected Deputy Director/Administrator/Office Chief, and the OIA. The OIA shall provide follow-up written notification to the affected Deputy Director/ Administrator/Office Chief by the close of the business day.

2) When the OIA notifies the Deputy Director/Administrator/Office Chief of complaints of sexual acts or sexual contact, the Deputy Director/Administrator/ Office Chief shall immediately notify the appropriate law enforcement authorities.

3) The OIA shall communicate with the appropriate law enforcement agency concerning the status of any investigation. The OIA must document the status

of the police investigation every thirty (30) days. The occurrence of a police investigation does not relieve the Department of the duty to investigate the complaint of sexual misconduct.

4) The OIA shall review each report of sexual misconduct to determine whether the alleged conduct constitutes sexual misconduct. The OIA may interview the complainant and/or alleged victim to clarify facts concerning the complaint.

5) If the OIA requires guidance regarding sexual misconduct complaints, he/she shall consult with the Assistant Corporation Counsel assigned to the women prisoners' class action suit or the DCDC General Counsel.

6) The OIA shall notify the affected Deputy Director/Administrator/Office Chief, verbally and in writing, of each complaint regarding sexual misconduct and whether the complaint is referred for investigation.

7) If the complaint is referred for investigation, the OIA shall provide written notification to the respondent, advising of the complaint, investigation procedures, confidentiality requirements and the prohibition of communication, intimidation or retaliation against the inmate.

8) The OIA shall then forward the complaint to an Investigator. In cases where an interview was conducted with the complainant and/or alleged victim to clarify facts, intake information shall also be forwarded to the Investigator.

9) If the OIA determines that the complaint does not involve sexual misconduct, the OIA shall deny the claim. The OIA shall send notice of the rejection of a complaint to the complainant, the affected Deputy Director/Administrator/Office Chief, the Assistant Corporation Counsel (if it involves a female inmate) and the agency General Counsel.

10) However, if the complaint does state a violation of another departmental policy, the OIA shall refer the complaint to the appropriate Deputy Director/ Administrator/Office Chief for disposition.

11) If the complainant is a third party informant, the notice will be sent to the victim.

d. **Interim Procedures During Investigation**

1) Under appropriate circumstances and with the Director's or his/her designee's approval, the respondent may be transferred or placed on administrative leave pending the outcome of an investigation.

2) An employee who has been transferred to another work site pending completion of an investigation shall not be permitted to work with female inmates under any circumstances.

3) In cases of alleged sexual misconduct involving ***female inmates***, the respondent shall not be assigned to work in any area where he/she is likely to come into contact with the complainant, alleged victim or **any** female inmates pending the outcome of the investigation. The respondent shall also be prohibited from performing escort duties for any female offenders.

4) The affected Deputy Director/Administrator/Office Chief shall advise the respondent to make an immediate report to his/her supervisor if they are given an assignment that places them in contact with **any** female inmate(s). The respondent shall also be advised that any contact with the complainant, alleged victim or any female inmate(s) is cause for disciplinary action.

5) In cases of alleged sexual misconduct involving ***male inmates***, the affected Deputy Director shall determine if it is appropriate to move the employee to another work assignment pending the outcome of the investigation. When appropriate, the respondent shall also be advised that any contact with the complainant, alleged victim, outside of the employee's performance of assigned duties, is cause for disciplinary action.

6) The affected Deputy Director or his/her designee shall decide if it is appropriate to return an employee to his/her original workplace after the investigation is completed.

7) When appropriate and necessary, the affected Deputy Director may transfer the complainant or alleged victim to a comparable housing unit, to another facility or make other appropriate housing accommodations. An inmate shall only be placed on administrative segregation or protective custody in accordance with applicable inmate disciplinary codes. Effort shall be made to minimize any disturbance to the inmate's housing location or program activities during the investigation of pending complaints.

e. **Sexual Misconduct Investigations**

1) The Investigator shall conduct a thorough and objective investigation of a complaint. The investigation shall include interviewing the complainant, the informant, and the alleged victim if the information is received from another source, the respondent, witnesses, and reviewing all documents and physical evidence.

2) The Investigator shall contact the affected Deputy Director/Administrator/Office Chief directly for interview scheduling and coordination. All inmates shall receive at least three (3) days advance notice of scheduled interviews with the Investigator and shall be advised of the right to legal representation. The Deputy Director/Administrator/Office Chief shall ensure that the inmate is allowed a legal call upon request to secure presence of counsel.

3) Employees have the right to legal or union representation at the time of interview.

4) If the inmate or employee being interviewed has legal/union representation, the Investigator will explain that only the person being interviewed shall answer the questions but he/she can consult with the representative prior to answering the question.

5) The Investigator shall advise each individual interviewed in the course of an investigation that any intimidation or retaliation towards the complainant or alleged victim or disclosure of the incident that breaches confidentiality as defined in this directive, is a separate offense that is subject to disciplinary action.

6) The Investigator shall draft a statement detailing testimony from each complainant, respondent, and witness.

7) The Investigator shall permit the employee or inmate to read and make any necessary corrections/changes to the statement prior to signing it. The name of the confidential informant will be deleted from the copies of the report distributed by the OIA.

8) The Investigator shall submit the final written report to the OIA within thirty (30) business days (i.e., excluding Saturdays, Sundays, and legal holidays) of

knowledge of the incident. The report shall include the Investigator's factual findings and a conclusion as to whether there is evidence to support a finding that sexual misconduct has occurred.

f. **Post-Investigation Procedures**

1) Within three (3) business days of receipt of findings from the Investigator, the OIA shall notify the affected Deputy Director/Administrator/Office Chief of the findings and forward all documentation for appropriate action. If the findings conclude that sexual misconduct has occurred, the OIA shall forward a copy of the report to the Director for action. The Director shall ensure that appropriate action consistent with the attached Table of Penalties (Attachment 3), the District Personnel Manual or the D.C. Code is imposed.

2) The OIA shall provide a written notice to the inmate, within three (3) business days as to whether there was evidence that supported a conclusion that sexual misconduct occurred. The notice shall also inform the inmate of appeal procedures. The inmate shall sign acknowledgment of receipt of this notice. The original signed receipt shall be returned to the OIA.

3) In cases where the complaint was made by an individual other than the alleged victim, the third party informant/witness shall not be notified of the findings. The affected inmate shall, however, receive notification of the findings.

4) The OIA shall inform the employee/respondent of the Investigator's findings and recommendations. The Deputy Director/Administrator/Office Chief shall take appropriate disciplinary action against employees who are found to have engaged in sexual misconduct and/or other violations noted in this policy or other departmental policies.

5) The Deputy Director/Administrator/Office Chief or appropriate management official responsible for employee discipline shall ensure that disciplinary action is proposed in accordance with the regulations outlined in Chapter Sixteen of the District Personnel Manual.

6) The Deputy Director/Administrator/Office Chief shall advise the OIA in writing of disciplinary action taken against an employee who was determined to have engaged in sexual misconduct, breach of confidentiality, or retaliation against staff and/or an inmate. He/she shall also advise the OIA in writing of actions taken pursuant to other recommendations resulting from the investigation, regardless of a finding of sexual misconduct.

7) The Deciding Official shall notify the Chief, OIA, the affected Deputy Director and the Chief of Internal Affairs of any disciplinary action taken resulting from a finding of sexual misconduct and/or other violations of this policy or other departmental policies.

g. **Confidentiality**

1) The sexual misconduct complaint, including the identity of the informant, the respondent and the victim and all information and documents pertinent to the complaint, shall be handled in a confidential manner and shall only be released consistent with the provisions of the Freedom of Information Act (FOIA).

2) Any inmate who observes and reports an act of sexual misconduct may request and be treated as a confidential informant.

3) To further maintain confidentiality, written notification of the investigation to employees shall be issued directly from the Chief, OIA. Inmate notification shall be handled as legal mail.

4) Each individual interviewed shall be advised that they are required to maintain confidentiality and not disclose to anyone information regarding the complaint, the investigation and the outcome. Staff shall also be advised that failure to maintain confidentiality shall result in discipline as a separate offense.

h. **Inmate Appeals**

1) An inmate who is dissatisfied with the investigation or resolution of a complaint of sexual misconduct, or the inmate's attorney may file an appeal to the Director within fifteen (15) calendar days of receiving written notice of the outcome of the investigation.

2) An inmate or the inmate’s attorney may submit a written request signed by the inmate to the OIA to review the investigation report.

3) The OIA must review and edit the report to remove confidential information, including but not limited to, the identity of confidential informants, medical information, personnel record information or information which will compromise security issues. A redacted and unredacted version of the report shall be maintained in the OIA's files.

4) The Director shall notify the inmate and the affected Deputy Director/ Administrator/Office Chief in writing of the results of the appeal within ten (10) calendar days.

5) If new evidence is received in the appeal or the Director presents other compelling evidence that supports disciplinary action against the employee, the Director's appeal decision shall be immediately forwarded to the affected Deputy Director/Administrator/Office Chief for appropriate action.

6) The affected Deputy Director/Administrator/Office Chief shall ensure that the Proposing Official receives a copy of the Director's findings of the appeal if disciplinary action is being proposed.

7) An appeal shall not delay the implementation of any determined disciplinary action against the employee.

8) The affected Deputy Director/Administrator/Office Chief shall ensure that the inmate victim and the respondent receive the Director's findings on the appeal.

9) The Director’s Office shall forward a copy of all documents relevant to the appeal to the OIA.

i. **Training**

1) Mandatory Pre-Service and In-Service Training in "Prevention of Sexual Misconduct” shall be conducted for all DCDC employees, volunteers, interns, and contract employees. Training shall include education concerning D.C. law and DCDC policies and procedures for recognizing, preventing, reporting, and investigating acts of sexual misconduct and disciplinary action for violations of this policy.

2) Deputy Directors/Administrators/Office Chiefs shall ensure that all newly committed inmates or inmates transferred to their facility receive training in the “Prevention of Sexual Misconduct” at intake/orientation within one week of arrival. Certified trainers shall conduct the training on "Prevention of Sexual Misconduct Against Inmates".

3) Training for inmates shall include education concerning D.C. law and DCDC policies and procedures for recognizing, preventing, reporting, and investigating acts of sexual misconduct.

4) Documentation of inmate training shall be maintained in the inmate's institution record and the Deputy Director for Operations shall maintain the institutional attendance roster.

5) Semi-annual enhancement training on special issues relating to working with female offenders shall be conducted for select employees.

j. **Employee Discipline**

1) The DCDC shall impose disciplinary action against persons found in violation of this directive in accordance with Chapter Sixteen of the DPM.

2) Managers and supervisors who fail to report or take appropriate action when instances or complaints of sexual misconduct against inmates are brought to their attention, or who fail to follow a direct order to initiate disciplinary action, shall also be subject to disciplinary action.

3) Refusal by any employee to answer questions during an official investigation may also be grounds to charge the employee for cause under Chapter Sixteen of the DPM.

4) The DCDC shall impose discipline based on a determination that sexual misconduct against an inmate has occurred. However, this does not preclude the DCDC from taking separate and distinct disciplinary measures against an employee who has later, under separate proceedings, been found in violation of Chapter Sixteen of the DPM as a result of a finding by the Office of Employee of Appeals, the Office of Human Rights, the Commission on Human Rights, or a court of competent jurisdiction in the District of Columbia that the employee has violated the guaranties in DC Code Title 1, Chapter 6, Subchapters I and VII, in the performance of that employee's official duties.

5) The DCDC shall notify the agency of any employee not assigned to DCDC of a probable cause finding so that appropriate disciplinary action may be initiated.

k. **Dissemination**

1) The Director, Deputy Directors, Administrator and Office Chiefs shall issue a copy of this directive to each incumbent employee under their authority.

2) The Human Resources Management Division shall ensure that all new employees, except Correctional Officers, receive a copy of this directive within five (5) days of entry on duty.

3) The Training Administrator shall ensure that all new Correctional Officers receive a copy of this directive within five (5) days of entry on duty.

4) The Office of Religious/Volunteer Services shall ensure that all new volunteers receive a copy of this directive during their Orientation Training.

5) Both incumbent and new employees shall sign for receipt of this directive on the "Acknowledgment Form" (Attachment 4), which shall be forwarded to the Human Resources Management Division.

I. **Reporting**

1) The OIA shall maintain a central filing and reporting system for incidents of sexual misconduct against inmates.

2) A copy of all complaints and related documentation; reports including investigation findings, correspondence, appeals and appeal findings, correspondence from attorneys, and employee disciplinary actions that were sent to or received from either the Director, Deputy Directors, Administrator or Office Chiefs shall be forwarded to the OIA.

3) The OIA shall log pertinent data from these documents for tracking and management purposes.

4) The OIA shall maintain statistics and prepare a monthly report that shall include the following basic information regarding sexual misconduct complaints:

   a) The number of complaints received;

   b) The number of complaints in which a finding of sexual misconduct was made;

   c) The number of complaints in which a finding of no sexual misconduct was made; and

   d) Discipline taken against employees and other administrative actions taken.

5) The OIA shall compile and forward the monthly statistical report to the Director, with copies to the Deputy Directors, Administrator, and Office of Internal Controls, Compliance and Accreditation.

6) The Deputy Director for Operations, the Sexual Misconduct Chief, OIA, the Training Administrator and the Warden for the Corrections Corporation of America Correctional Treatment Facility shall, by the 5th of each month, submit a report of compliance with court ordered provisions in Women Prisoners v. DC, CA 93-20252 to plaintiff attorneys via the Internal Controls, Compliance and Accreditation Manager.

Odie Washington
Director

Attachments

1. Inmate Bulletin, subject "Sexual Misconduct Against Inmates"
2. Sexual Misconduct Hotline Number Poster
3. Table of Penalties
4. Acknowledgment Form

DISTRICT OF COLUMBIA
DEPARTMENT OF CORRECTIONS

Program Manual

OPI: DIR
Number: 3360.2C
Date: August 1, 2004
Subject: Employee Attire

1. **PURPOSE AND SCOPE.** To provide a consistent standard of attire for all uniformed and non-uniformed employees within the DC Department of Corrections (DOC).

2. **POLICY.** All DOC employees shall present a professional appearance in dress and grooming that is appropriate for the workstation and job function.

3. **APPLICABILITY.** This directive applies to all DOC employees, contract employees, volunteers and other individuals who perform services in the DOC.

4. **PROGRAM OBJECTIVES.** The expected results of this program are:

   a. Individuals who perform work in DOC shall adhere to established DOC standards regarding work attire.

   b. Supervisors at all levels are responsible for ensuring day-to-day compliance with this Program Statement.

5. **NOTICE OF NON-DISCRIMINATION.** In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code §2-1401.01 et seq., (act) the District of Columbia does not discriminate on the basis of race, religion, color, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, matriculation, political affiliation, disability, source of income, or place of residence or business. Sexual harassment in the form of sex discrimination is also prohibited by the act. Discrimination in violation of the act will not be tolerated. Violators will be subject to disciplinary action.

6. **DIRECTIVES AFFECTED**

   a. **Directives Rescinded**

      DO 3360.2B Employee Appearance and Attire (4/14/94)

   a. **Directives Referenced**

      1) DO 3360.5 Uniform and Insignia (7/15/83)

      2) DO 3360.6 Employee Uniform Clothing Issue and Replacement (9/18/92)

      3) PS 3370.1A Employee Identification Card (3/9/01)

7. **AUTHORITY**

   a. D.C. Code § 24-211.02 Powers; Promulgation of Rules (Formerly §24-442)

   b. Collective Bargaining Agreement between the DC Department of Corrections and the Fraternal Order of Police, Department of Corrections Labor Committee, effective 12/19/02 through 9/30/2005.

8. **STANDARDS REFERENCED**. None.

9. **POLICY IMPLEMENTATION**

   a. Supervisory staff and managers shall ensure that all employees under their purview are issued and sign for a copy of the DOC employee attire policy.

   b. Supervisory staff and managers shall ensure that the original receipt acknowledgement shall be forwarded to the Human Resource Management `Division (HRMD) where it shall be filed. Copies may be maintained in facility files.

   c. Supervisors shall also send by certified mail a copy of this policy to any employee in a leave status at the time of the issuance of this policy.

   d. The Human Resource Management Division shall ensure that all newly hired employees, contract employees and volunteers are issued and sign for a copy of the DOC employee attire policy, prior to the receipt of their departmental issued identification badges.

   e. The Deputy Director and the Warden shall ensure that this Program Statement is posted at all entrances and exits, employee bulletin boards, and staff/service delivery entrances.

10. **TRAINING**. The Training Administrator shall ensure that a statement regarding the significance of the newly hired employee's adherence to the DOC employee attire policy is incorporated into the orientation-training module.

Odie Washington
Director

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CHAPTER 1

GENERAL

1. **DEFINITIONS.** For the purpose of this Program Statement, the following definitions apply:

   a. **Non-uniformed Employees.** Employees who are not issued uniforms nor required to wear uniforms while in the performance of their duties.

   b. **Uniformed Employees.** Employees who are issued uniforms and required to wear these uniforms while in the performance of their duties.

   c. **Official Duty Uniform**

      1) **Correctional Officer Uniform** -The correctional officer's uniform, complete with badge, patch, insignia and accessories described in the Collective Bargaining Agreement, Article 16 and D.O. 3360.5, "Uniform and Insignia", (7/15/84).

      2) **Utility Uniform** - The khaki uniform issued to wage employees and other employees assigned to jobs requiring these uniforms described in the Collective Bargaining Agreement, Article 16 and D.O. 3360.5, "Uniform and Insignia", (7/15/84).

2. **RESPONSIBILITIES**

   a. **Deputy Director.** The Deputy Director shall ensure that:

      1) Sufficient funds are budgeted annually for purchase of uniform items listed in the Collective Bargaining Agreement.

      2) An adequate supply of all required uniform items is maintained and available for issue at all times.

   b. **Warden/Administrators/Office Chiefs/Supervisors.** The Warden, Administrators, Office Chiefs and Supervisors shall ensure that:

      1) Roll call inspections of correctional officers for adherence to the requirements of this policy are conducted.

      2) Non-uniformed staff are monitored for adherence to the requirements of this policy.

      3) Appropriate corrective action is taken when employees fail to adhere to the requirements of this directive.

3. **PROCEDURES**

a. **Staff Entrance**

1) When an employee is wearing attire that is significantly in non-compliance with this directive, they shall not be allowed admittance into the facility.

2) The Staff Entrance OIC shall in this instance contact both the employee's immediate supervisor or designee and the Shift Commander for assistance.

3) The employee's immediate supervisor shall make the final decision regarding the appropriateness of questionable attire in accordance with this directive.

4) The highest ranking official on duty shall make the final decision on the weekends and holidays.

5) If the supervisor or highest ranking official on duty determines that the attire is in violation of this directive, the employee shall be required to leave the work site at his/her own expense and on their own time to change clothing.

b. **Non-Institutional Personnel**

1) The employee's immediate supervisor shall make the decision regarding the appropriateness of questionable attire in accordance with this directive.

2) If the supervisor determines that the attire is in violation of this directive, the employee shall be required to leave the work site at his/her own expense and on his or her own time to change clothing.

c. **Correctional Officers.** Correctional Officers shall:

1) Wear the approved duty uniform while performing official duties;

2) Not wear the uniform when off duty except when traveling to and from work; and

3) Maintain security and accountability of uniforms, badges, patches, insignia and other controlled/sensitive items.

d. **All Employees.** All DOC employees shall adhere to the requirements of this directive and project a professional image while on duty.

4. **REQUIREMENTS FOR ALL EMPLOYEES**

a. **Personal Hygiene.** Each employee's style or manner of dress or personal grooming shall not present a danger to the health, welfare, or safety of any individual.

b. **Nametags or ID**

1) Uniformed employees shall wear nametags in compliance with this directive.

2) All employees shall prominently display their Department ID card at all times when on duty.

c. **Prohibited Clothing.** All staff are prohibited from wearing:

1) Clothing that is excessively worn, damaged or stained, including deliberate damage.

2) Clothing that displays offensive or obscene material; material expressing or advocating a political opinion or cause; clothing that advertises a specific product, business or service; or sports team apparel, for example, football or basketball game jerseys.

3) Sweatshirts, sweatpants, or other athletic clothing unless required by position description, i.e., Recreation Specialist.

4) T-shirts worn, as outer garments shall not be permitted unless approved by the Warden, Administrator or Office Chief.

5) Form-fitting or clinging clothing of any type, i.e., Spandex/Lycra outfits, latex leggings and body stockings.

6) Shorts.

7) Sheer and see-through clothing.

8) Necklines that plunge or are revealing either in front or back.

9) Midriff tops that expose the torso, between the abdomen and the chest.

10) Sleeveless tops that expose underclothing.

11) Tank, halter, or tube tops.

12) Off the shoulder sweaters, blouses, or tops.

13) Dresses or tops with spaghetti straps.

14) Backless and strapless dresses.

15) Skirts shorter than three (3) inches above the knee.

16) Skirts, dresses and pants with slits that exceed mid-thigh length.

17) Pants or skirts that expose the backside or hind part of the body while sitting and/or standing.

d. **Exceptions to Prohibited Wear**. When the supervisor authorizes appropriate casual clothing because staff are involved in cleaning, boxing records and other special projects, which make the wearing of business attire impractical.

e. **Jewelry**

1) While on duty, on location at a Department facility or while dressed in a DOC uniform, employees, contractors, volunteers or interns are prohibited from wearing any object inserted into an exposed body part that has been pierced, except earrings. Examples include the tongue, nose, lips, eyebrow(s), and etc. Objects include, but are not limited to jewelry, posts, string, straw or toothpick material.

2) Employees may wear earrings as specifically authorized in this directive.

3) Any other jewelry that detracts from the overall professionalism, interferes with required Personal Protective Equipment or poses a safety hazard is not permitted.

f. **Hair**

1) **Males**

a) Hair shall be kept clean, neatly trimmed and groomed.

b) Moustache, beards and sideburns are permissible, however each must be neatly trimmed at all times.

2) **Females**

a) Hair shall be kept neat, clean and groomed.

b) Hair shall be worn in a style that is appropriate to the particular assignment and consistent with this directive.

g. **Fingernails.** Fingernails shall not exceed 1/2 inch in length from the tip of the finger.

h. **Makeup**

1) Female employees may wear facial and eye makeup that is neatly and moderately applied and appropriate for their particular assignment.

2) Colognes, perfume and body oils shall be used in moderation.

CHAPTER 2

UNIFORMED OFFICERS

1. UNIFORMED OFFICERS - GENERAL REQUIREMENTS

a. **Regulation Uniform.** All uniformed staff in the Correctional Officer ranks, regardless of work locations or job assignments, shall report to work in the official duty uniform.

b. **Correctional Officers assigned to non-correctional posts.** Managers of uniformed staff who are assigned to non-correctional posts must first make written requests for exception, addressing it through the chain of command to the Deputy Director.

c. **Universal Requirements.** Uniforms shall be worn as follows:

1) The uniform shall be worn in its entirety. Uniform components shall not be worn separately.

2) Uniforms shall be clean, well fitted, in good condition, and devoid of stains or patched areas.

3) Uniforms shall fit properly, without undue bagginess or tightness in the trousers or shirt.

4) All buttons shall be secured, with no unsightly bulging of buttonholes.

5) Shoes or boots shall be kept shined.

6) Supervisors shall wear white shirts.

7) Correctional officers shall wear gray shirts.

8) Uniformed and Specialty Uniformed Personnel shall only wear conventional sunglasses that are conservatively styled and do not have mirrored and/or reflective lenses.

2. MALE CORRECTIONAL OFFICERS.

In addition to the above general requirements, male officers shall conform to the following standards.

a. **Shirt**

1) The appropriate seasonal shirt shall be worn.

2) Officers may wear the collar open when wearing the short sleeve uniform shirt.

3) The only exposed garment under the shirt shall be a plain white undershirt.

3) Long sleeved winter uniform shirts shall only be worn with the sleeves down, the cuffs buttoned and a tie.

b. **Tie.** A plain, dark blue or black clip on necktie shall be worn, unless otherwise directed. A tie clasp or tiepin may be worn with the tie.

c. **Trousers**

1) Navy blue uniform trousers shall be worn.

2) Trouser length shall be approximately one inch above the floor when standing in shoes and from one to two inches above the floor when standing in boots.

d. **Socks**

1) Navy blue or black socks shall be worn.

2) White socks shall only be permitted when written authorization from a licensed physician prescribing white socks has been submitted and supervisor clearance made. Medical documentation for continued wear of white socks shall be updated every six (6) months.

e. **Footwear**

1) Black leather tie-up shoes or boots of plain design shall be worn.

2) The shoes shall be kept clean and in good condition.

3) Shoes may be of high top design, but the top must be close fitting.

f. **Jewelry**

1) Earrings shall be limited to stud earrings or small clip-on earrings.

2) Earrings cannot dangle below the ear or loop earrings shall be small enough to ensure that one's pinky finger cannot fit into the opening.

3. **FEMALE CORRECTIONAL OFFICERS**

a. **Shirt**

1) The appropriate seasonal shirt shall be worn.

2) The collar may be worn open. The only exposed garment under the shirt shall be a plain white undershirt.

3) Long sleeved winter uniform shirts shall only be worn with the sleeves down, the cuffs buttoned and a tie.

b. **Smock.** Pregnant officers may wear a uniform maternity smock with pockets and of a color that matches the uniform shirt, or a standard uniform shirt tailored with a straight cut bottom for maternity wear.

c. **Tie.** A plain, dark blue or black clip on or criss-cross necktie shall be worn, unless otherwise directed. A tie clasp or tiepin may be worn with the tie.

d. **Trousers**

1) Navy blue uniform trousers shall be worn.

2) Trouser length shall be approximately one inch above the floor when standing in shoes and from one to two inches above the floor when standing in boots.

e. **Skirts.** Skirt length shall be one to three inches below the knee.

f. **Socks**

1) Navy blue or black socks shall be worn.

2) White socks shall only be permitted when written authorization from a licensed physician prescribing white socks has been submitted and supervisor clearance made. Medical documentation for continued wear of white socks shall be updated every six (6) months.

g. **Stockings.** Female uniformed employees may wear neutral, blue or black seamless stockings, panty hose or knee-highs. Bare ankles and patterned stockings shall not be permitted.

h. **Footwear**

1) Black leather tie-up shoes or boots of plain design shall be worn.

2) Shoes may be flat or have heels not more than one inch in height.

3) The shoes shall be kept clean and in good condition.

4) Shoes may be of high top design, but the top must be close fitting.

i. **Jewelry**

1) Earrings shall be limited to stud earrings or small clip-on earrings.

2) Earrings cannot dangle below the ear or loop earrings shall be small enough to ensure that one's pinky finger cannot fit into the opening.

4. INSIGNIA, ACCESSORIES AND ACCOUTERMENTS

a. **Organizational and Rank Insignia**. Organizational and rank insignia shall be worn in accordance with DO 3360.5, Uniform and Insignia.

1) Silver insignia shall be worn by non-supervisory uniformed officers.

2) Gold insignia shall be worn by the rank of Sergeant and above.

b. **NAME PLATE/TAG**

1) The nameplate shall bear the wearer's last name, first initial.

2) The nameplate shall be blue with white lettering.

3) As an option, correctional officers may wear a silver colored metal nameplate and Sergeants and above may wear gold colored nameplates. Employees may purchase the metal nameplates at their own expense.

c. **BADGE**

1) The badge for Corporals and below is silver in color.

2) The badge for Sergeants and above is gold in color.

d. **UNIFORM ACCOUTERMENTS**

1) **Patches.** The Department shoulder patch shall be worn on left sleeves of all uniform shirts and jackets/coats and only those pins specifically identified below may be worn.

2) **Medals and Pins.** When authorized, pins awarded for valor, life-saving, meritorious service, length of service, firearms proficiency and Firearms Instructor Certification may be worn on the <u>left</u> shirt pocket flap.

5. **UTILITY UNIFORM**

a. **Shirts.** Khaki uniform shirts shall be worn. The only exposed garment under the shirt shall be a plain undershirt.

b. **Trousers.** Khaki uniform trousers shall be worn.

c. **Shoes.** Brown or black work shoes or boots shall be worn. Steel-toed shoes or boots are permitted.

6. **PROHIBITIONS**

a. It is preferable that uniformed staff shall <u>not</u> wear their uniform <u>except</u> in the commission of their official duties and shall use discretion in their activities while in uniform.

b. Uniformed staff shall be prohibited from wearing the official uniform or any part of the uniform while gambling, purchasing and drinking alcohol and/or engaged in the following activities:

1) Entering establishments that offer customers alcoholic beverages, excluding restaurants whose business activities do not primarily involve serving alcoholic beverages to their customers.

2) Entering establishments that primarily offer gambling activities to their customer base. Examples include casinos and greyhound races.

3) Entering establishments that cater to erotic interests.

4) Participating in any activities that promote a particular candidate for public office.

5) Participating in large public gatherings for entertainment purposes or entering establishments that have large public gatherings for entertainment purposes.

6) Entering any other establishment in which the public may consider the employee to be acting in an official capacity and on the government payroll or which may be considered by members of the public to bring discredit to DOC.

c. Uniformed staff shall be prohibited from wearing the official uniform or any part of the uniform while visiting a correctional/detention facility <u>except</u> in an official capacity.

d. While there is no prohibition against employees shopping in supermarkets, grocery stores, food emporiums, drug stores, department stores, discount stores, shopping malls and the like, it is recommended that staff limit these activities.

e. When in doubt as to the propriety of wearing the uniform to any destination while off-duty, staff should consider changing to civilian clothing before arriving at the location.

CHAPTER 3

NON-UNIFORMED EMPLOYEES

1. **GENERAL**

   a. Non-uniformed employees shall dress in a neat, clean, and professional manner that meets the reasonable standards of professional office attire for government employees and is appropriate to the correctional work environment.

   b. Discretion shall be used when attending meetings as a representative of the Department. Employees shall follow the dress standards outlined in this Order for scheduled meetings. Unscheduled meetings may require a change of clothing, if appropriate.

2. **MALE NON-UNIFORMED PERSONNEL**. Men shall wear dress shoes, dress boots, and plain leather tie-up shoes.

3. **FEMALE NON-UNIFORMED PERSONNEL**

   a. Women shall wear dress pumps, dress boots, flats or plain leather tie-up shoes. Staff may also wear dress sandals and dress backless slide shoes.

   b. Female personnel who **do not** work in a correctional facility may wear earrings of a type and number that suit their personal preference, including hoops or other types that extend below the earlobes.

   c. Female personnel who work in a correctional facility may wear stud earrings or small clip-on earrings that do not dangle below the ear or loops small enough that pinky finger cannot fit.

CHAPTER 4

GROOMING AND DRESS COMMITTEE

1. **MEMBERSHIP.** The Director or designee shall assign staff to the Grooming and Dress Committee. The committee may include employees as follows:

   a. Member - Employee Relations Officer

   b. Member - Central Office Representative

   c. Member - Correctional Supervisor

   d. Member - Correctional Officer (female)

   e. Member - Correctional Officer (male)

   f. Member - Non-uniformed Representative (female)

   g. Member - Non-uniformed Representative (male)

   h. Member - Collective bargaining Representative

2. **SCHEDULED MEETINGS.** The committee shall convene for regularly scheduled meetings at approximately six-month intervals or as required by the Chairperson.

3. **RESPONSIBILITIES.** The committee's responsibilities shall be, but are not limited to:

   a. Developing specifications for appropriate items of apparel.

   b. Evaluating items of apparel offered by manufacturers and vendors against the approved specifications.

   c. Reviewing administrative and field requests for changes.

   d. Conducting annual review of dress standards for employees. Reviewing other issues associated with employee grooming and dress.

   e. The Committee, after making a determination if the item(s) will be recommended as authorized for use or wear, shall present their finding to the Deputy Director for review, who may provide comments and/or recommendations to the committee chair.

   f. The committee chair shall provide written recommendations, which shall include any additional comments/recommendation made by the Deputy Director, to the Director for consideration and approval.

g. The Committee, upon receiving an approval or denial by the Director for authorized items for use or wear, shall provide written notification of approval or denial to the vendor/manufacturer representative.

DISTRICT OF COLUMBIA
DEPARTMENT OF CORRECTIONS

Program Statement

OPI: HRM
Number: 3370.1A
Date: March 9, 2001
Subject: Employee ID Cards

1. **PURPOSE AND SCOPE.** To establish policy and procedures for issuance and control of identification (ID) cards for the D. C. Department of Corrections (DCDC) employees, contractors, interns and volunteers.

2. **PROGRAM OBJECTIVES.** The expected results of this program are:

   a. All DCDC employees, contractors, interns and volunteers will be issued an identification card.

   b. Security and control of personnel entering and exiting all DCDC facilities will be maintained.

   c. Retirement Identification Cards will be issued to eligible DCDC employees upon retirement.

3. **DIRECTIVES AFFECTED.**

   a. **Directives Rescinded**: D.O. 3370.1 "Employee ID Card" (12/9/88)

   b. **Directives Referenced**: D.O. 1310.3A "Volunteer Program"

4. **STANDARDS REFERENCED.** None

5. **PROCEDURES.**

   a. Initial Issuance and Expiration. During initial processing, employees shall present his/her Appointment Letter and a completed Form 1.512, "Application for Department of Corrections Employee Identification Card," (Attachment 1) to the Human Resource Management Division (HRMD) for issuance of an ID card. Each employee shall sign for his/her new ID card. ID cards will not be mailed, picked up by another employee, or otherwise delivered to any individual except as authorized in writing by the Special Project Officer.

b. Expiration

(1) Identification cards for permanent employees shall expire on the employee's birthday four years from the year of issuance.

(2) ID cards for temporary/contract/intern employees shall expire at the end of the temporary/contract/intern appointment.

(3) ID cards for volunteers shall expire in one year from the month of issuance.

c. Renewal. ID cards for permanent employees shall be renewed, to the extent possible, during the week of the employee's birthday.

d. Replacement. Employee ID cards will be replaced only upon expiration, destruction, damage, recall, loss or theft. An employee/retiree shall not have more than one ID card in his/her possession or control at any given time. Employees/retirees shall request and complete a Form 1.512 for a replacement card. The employee/retiree shall deliver the completed Form 1.512 to the HRMD. If an error is detected in the spelling of an employee's name or date of birth, etc., the employee should return the ID card to the Office of Special Projects as soon as possible for replacement. Such an ID card may be replaced without further approval.

Employees are responsible for requesting replacement cards to reflect name changes. Original legal documentation is required.

6. IDENTIFICATION CARD DESCRIPTION

a. Validation. At the point of issuance the ID card must be validated with the signature of the current Director, DCDC. A facsimile of the Director's signature may be used.

b. Content. The ID card is made of rigid PVC plastic containing computer-generated data and image superimposed on the front and back. The "front" of the ID card bears a digitized photograph of the employee's head and shoulders, in color, against a light blue background surrounded by a color border (red border for uniform employees, blue border for non-uniform employees, green border for volunteers and yellow border for contract/intern employees). The employee's name, signature, and signature of the Director, DCDC are positioned below the employee's photograph. The ID card number is situated on the front of the card in a contrasting color on the image border.

The back of the card shall bear the card's expiration date, issuance date, employee's height, weight, birth date, and the digitized representation of the employee's right thumbprint. A bar-code representation of the employee's security number using "Interleaved 2 of 5" standard bar-code format is located .250" +/-.101" from the bottom edge of the card. The bar-code must be .575" +/-.005" in height.

c. **Retirement Identification Card.** Retirement ID cards will be issued to eligible employees upon retirement and to any department retiree upon request with appropriate identification and proof of DCDC retirement. Refer to section 5d of this Program Statement for replacement cards instructions for retirees. Retirement ID cards are the same as those issued to non-uniform employees except ***"RETIRED"*** is captioned below the photograph within the border.

d. **Volunteer Identification Card.** The Office of Volunteer Services is responsible for issuing ID cards to all approved volunteers who are assigned to facilities. Volunteer ID cards are the same as those issued to non-uniform employees except ***"VOLUNTEER"*** is captioned below the photograph within the border.

7. **MAINTENANCE AND DISPLAY.** The ID Card is D. C. Government property and its use and safekeeping are entrusted to the employee to whom it is issued. Employees shall prominently display the card at all times while on duty so the employee may be identified. The card must be displayed on the front of the employee either by affixing it to the employee's outer garment utilizing the provided spring-load clip, or by purchasing an alternative chain or ID holder to display the card. The card will not be displayed lower than the waistline or higher than the neckline. The employee must take reasonable steps to protect this card from loss, theft, and damage.

8. **DISPOSITION OF IDENTIFICATION CARDS**

a. **Separation from the Department of Corrections.** Upon an employee's separation from the DCDC, the HRMD will ensure that the employee surrenders his/her ID card during the Employee Clearance Process. Failure to do so shall preclude final clearance. The employee's final regular pay and any leave payments shall be withheld until final clearance is obtained.

b. **Lost, Stolen or Destruction of Identification Cards.** An employee is responsible for reporting the loss, theft or destruction of his/her ID card to his/her Warden, Office Chief, Administrator, or Deputy Director in writing no later than the next business day after they become aware of it. Employees must provide as many details as possible about the loss or destruction, including date and circumstances, if known. An employee's failure to report a lost, stolen, or damaged ID card may result in adverse or corrective action in accordance with Chapter 16 of the District Personnel Manual.

In addition to a written report, employees working in an institution at the time of loss or theft must verbally notify (upon discovery of loss or theft) the ranking correctional supervisor on duty immediately.

The written report coupled with the DCDC Form 1.512 shall be forwarded to the Chief, Office of Internal Affairs, for review, investigation and approval for replacement card.

The HRMD shall maintain a file listing of employees who have reported lost, stolen, destroyed, or recovered ID's.

c. **Damaged Cards.** Cards that are in an employee's possession, but are damaged may be replaced upon supervisory approval, provided the identity of the employee can be determined by examining the damaged card.

9. **RESPONSIBILITIES.** The Special Projects Officer is responsible for ensuring that sufficient staff is properly trained in the use of the equipment and software used to issue identification cards. He/she shall also ensure the proper maintenance of the equipment. This responsibility includes ensuring that vendor maintenance contracts are procured, ordering supplies, and ensuring that adequate supplies are kept on hand.

10. **CONTROL AND ACCOUNTABILITY.** All ID cards are numbered. The HRMD shall maintain accountability of cards issued. HRMD shall maintain a log of ID cards issued to individual employees.

    The log shall include the card number, name and signature of the employee to whom issued, and the date issued. Returned ID cards and the log shall be stored in a secure location to prevent unauthorized distribution.

    All recalled or confiscated cards shall be turned over to the HRMD for destruction.

11. **DESTRUCTION OF EMPLOYEE IDENTIFICATION CARDS.** The Chief of Human Resources Management (or his or her designee) shall destroy all expired, recalled, damaged identification cards and any recovered lost or stolen Employee Identification Cards (except when an employee whose lost or stolen card has been returned and the employee has not yet been issued a replacement card).

12. **SURRENDER AT SEPARATION.** The ID card shall remain in the possession of the employee to whom it is issued until retirement, resignation, termination, or expiration, at which time the employee shall return the Employee ID card to the Department for disposal. The employee shall use a Department Clearance Form and clear his or her Employee ID card through the HRMD when it is surrendered. Failure to do so shall preclude final clearance. The employee's final regular paycheck and any annual leave payment shall be withheld until final clearance is obtained.

Odie Washington
Director

ATTACHMENT

Form 1.512, "Application for Department of Corrections Employee Identification Card'

DISTRICT OF COLUMBIA
DEPARTMENT OF CORRECTIONS

Program Statement

OPI: SEC
Number: 5010.1A
Date: January 30, 2004
Subject: Security Inspections

1. **PURPOSE AND SCOPE.** To establish effective procedures to ensure that the security components of the physical plant and security equipment at the Central Detention Facility (CDF) are inspected on a regular basis and appropriate action is taken when deficiencies are noted.

2. **PROGRAM OBJECTIVES.** The expected results of this program are:

   a. Escapes and escape attempts will be prevented.

   b. Contraband will be prevented from entering the CDF.

   c. The safety and security of staff, inmates and the general public will be maintained.

   d. The security components of the physical plant and security equipment at the CDF will be maintained in good working order at all times.

3. **DIRECTIVES AFECTED**

   a. **Directives Rescinded**

      PS 5010.1 "Security Inspections", (4/14/00)

   b. **Directives Referenced**

      PS 2000.2 "Retention and Disposal of Department Records", (4/6/01)

4. **AUTHORITY.** D.C. Code § 24-11.02, Powers; Promulgation of rules [Formerly §24-442.]

5. **STANDARDS REFERENCED**

   a. American Correctional Association (ACA) 2nd Edition Standards for Administration of Correctional Agencies: 2-CO-3A-01.

   b. American Correctional Association (ACA) 3rd Edition Standards for Adult Local Detention Facilities: 3-ALDF-3A-11 3-ALDF-3A-12 and 3-ALDF-3A-13.

6. **NOTICE OF NON-DISCRIMINATION.** In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code §2-1401.01 et seq., (act) the District of Columbia does not discriminate on the basis of race, color, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, matriculation, political affiliation, disability, source of income, place of residence or business. Sexual harassment in the form of sex discrimination is also prohibited by the act. Discrimination in violation of the act will not be tolerated. Violators will be subject to disciplinary action.

7. **PERIMETER INSPECTIONS**

   a. The perimeter barriers and adjacent property will be inspected by a shift supervisor at least daily to ensure the following:

      1) All light fixtures are working and provide adequate visibility.

      2) Razor wire arrays are properly installed and are in good condition.

      3) All manholes, drains, utility tunnels, etc. are secured.

      4) All weight racks, benches, bleachers, picnic tables etc. are secured to the ground.

      5) Trees, shrubs, grass and weeds are cut/trimmed as needed to prevent concealment of escapees or unauthorized persons.

      6) All escape zones are clearly marked and identified.

   b. The supervisor conducting the inspection shall document the inspection, including any deficiencies noted, on the appropriate security inspection form.

   c. All deficiencies shall immediately be reported to the Command Center.

8. **TOWER AND PERIMETER SECURITY POST INSPECTIONS**

   a. **Post Officers**

1) Correctional staff assigned to towers and perimeter posts shall conduct the following inspections:

   a) All weapons, ammunition, and security equipment assigned to the post were, at the change of shift, present and in working condition.

   b) The perimeter barrier, gates, lighting and other security features at change of shift and at regular intervals throughout the shift.

2) The staff member shall document the inspection, including any deficiencies noted in the post logbook and on the appropriate security inspection form.

3) All deficiencies shall immediately be reported to the Command Center.

b. **Supervisory Inspections**

1) All Towers and Perimeter Security Posts will be inspected at least weekly by a shift supervisor to ensure the following:

   a) All weapons, ammunition, and other security equipment assigned to the post is accounted for and in good working order.

   b) Officers assigned to perimeter posts are properly trained and possess current firearms certification.

   c) Post orders are current and Officers have signed the standard compliance form indicating that they understand the duties and responsibilities of the post.

2) The supervisor conducting the inspection shall document the inspection, including any deficiencies noted on the appropriate security inspection form.

3) All deficiencies shall be reported to the Command Center immediately.

9. PERIMETER ENTRANCES AND EXITS

a. The Facility Security Officer shall inspect all perimeter gates and doors at least monthly to ensure that locking devices, operators, controls, etc. work properly.

b. Metal detectors at all entry/exit points will be inspected daily to ensure that they are correctly calibrated and working properly.

c. Correctional officers assigned to each entry/exit point shall inspect equipment such as inspection mirrors, hand stamps, black lights, hand friskers, etc. daily to ensure that they are present and in good condition.

d. The facility fire/safety officer shall conduct at least monthly inspections of all fire/emergency exits consisting of an inspection of the emergency key rings and individual keys, a functional test to ensure that the keys and locks are working properly and a check of the doors to ensure that they open properly and are not obstructed.

e. The staff member conducting the inspection shall document the inspection, including any deficiencies noted on the appropriate security inspection form.

f. All deficiencies shall be reported to the Command Center immediately.

10. **INTERNAL FACILITY INSPECTIONS**

a. The Major for Operations shall ensure that an inspection of the interior of the facility is conducted at least daily by to ensure the following:

1) All manholes, drains and utility tunnels are properly secured.

2) All scaffolding, wooden pallets, construction materials, or any other materials that could be utilized for escapes, have been properly secured or removed from the institution after normal work hours.

3) All light fixtures are working and provide adequate illumination.

4) All internal doors and gates are in good repair.

5) All electronic security systems, CCTV systems, fire alarms and enunciator systems are working properly.

6) All areas of the facility occupied by inmates are safe, sanitary and orderly.

b. Correctional supervisors assigned to housing units, program areas, recreational areas, shops and other locations within the facility shall conduct security inspections of their respective areas on a daily basis. These inspections shall include, but are not limited to the following:

1) Bar Taps

2) Window Checks

3) Lock/door Checks

4) Lighting Checks

5) Security Equipment Checks

c. The Warden or designee, Deputy Wardens and Office Chiefs shall visit inmate living and activity areas at least weekly to interact with inmates and observe living and working conditions. These visits shall be documented in the unit logbook by the visiting staff member.

d. The staff member conducting the inspection shall document the inspection, including any deficiencies noted on the appropriate security inspection form.

e. All deficiencies shall be reported to the Command Center immediately.

11. RECORDS AND REPORTS OF INSPECTIONS

a. Command Center OIC

1) The Command Center OIC shall ensure that deficiencies noted during security inspections that require repair by Facilities Management staff are entered into the Housing Unit Inspection Database immediately following completion of the security inspection.

2) The Command Center OIC shall ensure that the Shift Commander is immediately notified when serious security deficiencies are reported.

b. Shift Commander

1) The Shift Commander shall ensure that all reports of serious security deficiencies are evaluated to determine if additional security precautions are needed pending correction of the deficiency.

2) The Shift Commander shall ensure that copies of all inspection and deficiency reports forwarded to the Major for Operations.

c. Facility Security Officer

1) The Facility Security Officer shall be responsible for developing a standardized Security Inspection Form, to include all areas of the facility to be inspected.

2) The Facility Security Officer, Shift Supervisors and other staff members who conduct security inspections shall be required to document on the security inspection form for the area(s) inspected, indicate any deficiencies noted, and sign and date the form.

d. Major for Operations

1) The Major for Operations shall review the security inspection forms, compile a list of deficiencies and follow up to ensure that appropriate action is taken to correct them.

2) The Major for Operations or a qualified designee shall utilize the compiled list of deficiencies to conduct at least weekly inspections of all security devices, equipment and building features reported as being deficient and/or in need of repair or replacement to verify that the deficiencies have been corrected.

3) The results of the weekly inspections shall be reported in writing to the Warden.

12. **RECORDS RETENTION.** The Major for Operations shall maintain a chronological file of security inspection reports. Inspection reports shall be retained for 1 year and 3 months as required by PS 2000.2, "Retention and Disposal of Department Records".

Odie Washington
Director

DISTRICT OF COLUMBIA
DEPARTMENT OF CORRECTIONS

Program Statement

OPI: SEC
Number: 5010.3B
Date: October 31, 2003
Subject: Contraband Control

1. **PURPOSE AND SCOPE.** To establish procedures designed to prevent the introduction and trafficking of contraband within the DC Department of Corrections (DOC) Central Detention Facility (CDF).

2. **PROGRAM OBJECTIVES.** The expected results of this program are:

   a. The security and orderly operation of the CDF will be maintained.

   b. A regular system of searches and inspections will be implemented to prevent the introduction and trafficking of contraband.

   c. Appropriate sanctions will be levied against any individual who attempts to introduce, introduces or traffics contraband within DOC facilities.

   d. The Office of Internal Controls, Compliance and Accreditation shall conduct not less than an annual audit for compliance with this directive.

3. **DIRECTIVES AFFECTED**

   a. **Directives Rescinded**

   DO 5010.3A "Contraband" (3-16-01)

   b. **Directives Referenced**

   1) DO 4080.1A "Inmate Visiting Regulations" (9-4-92)

   2) DO 6050.2B "Urine Collection an Analysis Program" (7-28-92)

   3) SO 5300.1B CDF Disciplinary Procedures

4. **AUTHORITY.** D.C. Code § 24-11.02, Powers; Promulgation of Rules [Formerly §24-442.]

5. **STANDARDS REFERENCED**

   a. American Correctional Association 2nd Edition Standards for Administration of Correctional Agencies: 2-CO-3A-01.

   b. American Correctional Association 3rd Edition Standards for Adult Local Detention Facilities 3-ALDF-3A-18; 3-ALDF-3A-19 and 3-ALDF-3A-20.

6. **NOTICE OF NON-DISCRIMINATION.** In accordance with the DC Human Rights Act of 1977, as amended, D.C. Official Code §2-1401.01 et seq., (act) the District of Columbia does not discriminate on the basis of race, color, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, matriculation, political affiliation, disability, source of income, place of residence or business. Sexual harassment in the form of sex discrimination is also prohibited by the act. Discrimination in violation of the act will not be tolerated. Violators will be subject to disciplinary action.

7. **Definitions.** For the purpose of this order, the following definitions apply to items possessed by inmates:

   a. **Major Contraband** – Possession of Major Contraband is:

      1) Possessing a knife; blackjack; gun; other weapon; tool; rope; civilian clothing; uniform; flammable substance or syringe.

      2) Possessing any illegal drug or controlled substance unless a doctor has first authorized its use.

      3) Possessing any unauthorized locking device, key, lock pick or other device capable of destroying, altering, interfering with or damaging any security equipment.

   b. **Serious Contraband** – Possession of Serious Contraband is:

      1) Possessing, making or attempting to make any intoxicating beverage or using any intoxicating beverage.

      2) Being under the influence of any narcotic drug or controlled substance not prescribed by a doctor.

      3) Possession of currency or coins.

   c. **Minor Contraband** – Any article, other than those defined as major or serious contraband which is not issued by the Institution, not purchased from the Canteen or not specifically authorized by the Deputy Director for Operations.

d. **Nuisance Contraband** - Any authorized item(s) maintained by inmates which, when stored in excess, may create a health, safety or fire hazard.

8. **Procedures**

a. **Employee and Visitor Searches**

1) All persons entering upon the grounds of the CDF may be subject to a search of their person, property and vehicle for the purpose of detecting contraband.

2) All persons entering the CDF shall be searched.

3) Any person refusing to be searched shall be denied entry.

4) All locations within the CDF including, but not limited to, offices, desks and lockers are subject to search.

b. **Mail and Packages**

1) Mail and packages addressed to staff members may be searched upon reasonable suspicion that they contain contraband.

2) All mail and packages addressed to inmates shall be searched prior to issuance.

3) With the exception of legal mail, the agency reserves the right to inspect inmate's incoming and outgoing mail.

4) The agency reserves the right to refuse delivery of mail addressed to inmates which does not contain a return address.

5) Legal mail shall be opened and searched in the presence of the inmate.

c. **Facility Searches** - The Warden shall establish procedures requiring unannounced and irregularly timed searches of housing units, program areas and other areas utilized by inmates.

d. **Searches of Inmates**

1) The Warden shall establish procedures requiring random searches of inmates.

2) Inmates shall be strip searched at the conclusion of contact visits or other programs that allow contact with persons not employed by the Department. Inmates shall be strip searched prior to and at the conclusion of all transports. Authorized staff, for reasonable suspicion of contraband, may at any time

subject any inmate to a strip search. Only staff of the same gender as the inmate shall conduct strip searches.

3) Inmates shall be subject to drug and/or alcohol testing. Sanctions for positive drug and alcohol tests shall be applied in accordance with SO 5300.1B CDF Disciplinary Procedures.

4) Inmates who refuse to submit to drug and/or alcohol testing shall be subject to sanctions in accordance with SO 5300.1B.

5) In the event that an inmate is found with drugs, weapons, or other major contraband while being searched following a visit, the person or persons who visited the inmate may be permanently barred from visiting by the Warden.

6) In the event that an inmate is found with minor contraband while being searched following a visit, the Warden may impose a period of suspension on the visitor/visitors based on the nature of the contraband and the relationship of the visitor.

e. When an inmate, visitor, staff member or any other person is found to be in possession of drugs, weapons or other major contraband, the case shall be referred to the Office of Internal Affairs and the appropriate law enforcement agency for criminal prosecution.

f. All Department employees shall receive yearly in-service training in contraband control.

9. **Accountability and Storage of Contraband**

a. Department property seized as contraband shall be inventoried and returned to the appropriate location (i.e. R&D, Recreation, Supply etc.)

b. Nuisance contraband shall be inventoried and disposed of in a secure dumpster, compactor or other appropriate trash receptacle.

c. A secure locker/safe shall be identified and used to store contraband. This locker/ safe shall be located in an area accessible to supervisors on all shifts.

d. The keys and/or combination to the contraband locker/safe shall be restricted. Only the Facility Security Officer or other person/persons designated by the Warden shall be permitted access to the keys and/or combination.

e. All items placed in or removed from the contraband safe shall be recorded in a logbook. Each log entry shall contain, at a minimum, the date and time, name of the person depositing/removing the contraband, and a description of the contraband.

f. When drugs, weapons or other major contraband is discovered, it shall be handled as evidence. A chain of custody form shall be completed and the contraband shall be marked and/or tagged. All relevant security procedures shall be followed in order to ensure the integrity of the evidence.

g. Drugs, weapons and other major contraband shall be held until final disposition of any criminal or administrative proceeding.

10. **Disposal of Contraband**

a. A logbook shall be maintained to document the disposal of contraband.

b. When approved for disposal, contraband weapons shall be rendered safe and disposed of in a secure dumpster, compactor or other appropriate trash receptacle.

c. Contraband drugs shall be recorded on form PD 81. The Chief of Internal Affairs will be contacted to arrange for pick up by the Drug Interdiction Unit. The Drug Interdiction Unit shall dispose of the contraband drugs at an approved incinerator.

d. Contraband money shall be inventoried, photocopied and turned in to the Inmate Finance Office for deposit in the DC General Fund.

Odie Washington
Director

DISTRICT OF COLUMBIA
DEPARTMENT OF CORRECTIONS

Program Statement

OPI: Security
Number: 5020.1A
Date: April 15, 2002
Subject: Entrance & Exit Procedures

1. **PURPOSE AND SCOPE.** To establish and implement the prescribed procedures for the control of both pedestrian and vehicular traffic entering and exiting the perimeter and confines of the D.C. Central Detention Facility (CDF) and Community Correction Center (CCC) 4.

2. **PROGRAM OBJECTIVES.** The expected results of this program are:

   a. Inmates will remain in custody and live and work in a safe, secure and orderly environment.

   b. Contraband will be controlled.

   c. Escapes will be prevented.

   d. Staff shall employ all necessary measures to ensure that all personnel and vehicles entering both the perimeter or D.C. Department of Corrections (DCDC) buildings are thoroughly searched prior to entrance.

   e. All staff, inmates, visitors will be properly identified prior to entering DCDC facilities.

3. **DIRECTIVES AFFECTED.**

   a. **Directives Rescinded**

DO 5020.1	Vehicles Authorized Within Institutional Compounds 11/1/73

   b. **Directives Referenced**

1)	PS 4080.1B	Inmate Visiting Regulations (4/3/00)
2)	PS 5010.3A	Contraband (3/16/01)
3)	PS 5010.2B	Inmate Accountability (6/16/00)

4) PS 1280.2B Reporting and Notification Procedures for Significant Incidents and Extraordinary Occurrences (9/15/00)

5) DO 4160.3C Attorney-Client Relationship (2/28/79)

6) DO 1340.2A Relationship with the Media (9/7/89)

7) PS 1311.3 OICCA Audit Process (3/9/01)

8) PS 1311.4 Liaison with External Audit Authorities (3/9/01)

9) OM 01-02 Facility Tours (5/29/01)

10) District of Columbia Personnel Manual, Chapter 16

4. **AUTHORITY.** D.C. Code § 24-442

5. **STANDARDS REFERENCED.**

a. American Correctional Association 2nd Edition Standards for Administration of Correctional Agencies: 2-CO-3A-01

b. American Correctional Association 3rd Edition Standards for Adult Local Detention Facilities: 3-ALDF-2G-02; 3-ALDF-2G-03; 3-ALDF-3A-18; 3-ALDF-3A-19; 3-ALDF-3A-20; 3-ALDF-3A-23

c. American Correctional Association 3rd Edition Standards for Adult Community Residential Services: 3-ACRS-3A-10; 3-ACRS-3A-1

6. **DEFINITIONS.** For the purpose of this directive the following definitions apply:

a. **Administrative Leave** – An agency head may place an employee, against whom a corrective or adverse action is proposed, on excused absence with full pay and benefits that is not charged to annual leave, sick leave, or leave without pay in accordance with Chapter 16, §1608, of the District Personnel Manual (DPM).

b. **Enforced Leave** – An agency head may place an employee, against whom a corrective or adverse action is proposed, on involuntary annual leave, compensatory time authorized and recorded on the appropriate time and attendance reports, or leave without pay, as applicable, as provided in Chapter 16, § 1615 of the DPM.

c. **Summary Suspension** - An agency head may summarily suspend an employee, against whom a corrective or adverse action is proposed, in accordance with DPM Chapter 16, § 1616. An employee who is notified by written or oral directive of a summary suspension from his or her position pursuant to Chapter 16, §1616.2 of

the DPM shall immediately leave his or her duty station and/or District government facility.

d. **Sallyport –** A sallyport is the entry/exit point designated for vehicular traffic.

e. **Official Visitor –** Any DCDC employee; Officer, Agent or Representative of a Government Agency; Consultant, Contractor or Volunteer who enters a DCDC facility to conduct official government business or provide a service to the DCDC.

f. **Unofficial Visitor –** Any person who enters a DCDC facility for any reason other than to conduct official government business or provide a service to the DCDC. Examples include but are not limited to inmate visitors, sales persons, tour participants etc.

g. **Inspectors –** Any DCDC employee or official visitor who enters a DCDC facility for the purpose of conducting an inspection required by law, regulation, policy or standard.

7. **RESPONSIBILITIES.**

a. The Deputy Director for Operations and Community Correctional Center (CCC) Administrator are responsible for:

1) Ensuring compliance with the requirements of this directive

2) Reviewing and approving/disapproving requests for special visits and activities

b. Shift Supervisors are responsible for:

1) Ensuring compliance with the requirements of this directive

2) Resolving day to day operational issues concerning entry/exit procedures

3) Testing metal detectors and other electronic scanning devices on a daily basis

c. Sallyport, staff entrance and checkpoint officers are responsible for:

1) Identification and accountability for all persons and vehicles entering and exiting during their tour of duty

2) Conducting searches of persons, property and vehicles

3) Public relations

8. **ENTRY PROCEDURES.**

a. **Official Visitors**

1) DCDC personnel, FBI agents, U.S. Marshals, Immigration and Naturalization Service staff, elected officials and other official visitors shall be required to present a valid official photo identification and shall be recorded in the "Visitors Log" (Attachment 3) which shall be maintained at the checkpoint or designated staff entrance post. The escorting staff member shall also be recorded in the log.

2) All law enforcement personnel requesting entry into the institution, regardless of assigned duties or business at the facility shall be screened and asked if they are in possession of firearms, ammunition or other prohibited weapons. Firearms, ammunition and other prohibited weapons shall be secured in the locked gun box at the sallyport prior to admission to the facility. Shotguns, rifles and other weapons too large to fit in the gun box shall be secured in the base of the tower.

3) With the exception of Fire and Emergency Medical Services personnel responding to 911 calls in the facility, all official visitors and DCDC staff shall submit to a pat and metal detector search when entering the institution.

4) With the exception of Fire and Emergency Medical Services personnel responding to 911 calls in the facility, following proper identification and registration, all official visitors shall surrender their photo identification card to the checkpoint officer and shall be issued a visitor's pass to wear inside the facility

5) Official visitors are only authorized to exit through their point of entry.

6) Contractors or Volunteer's names and copies of official visitor authorization documents shall be maintained on file in the Control Center.

7) Official Visitors with authorized packages, sample cases, toolboxes, etc. (including service & repair personnel) shall have these items examined and inventoried, prior to entering the institution. This inventory (Attachment 1) shall be retained at Checkpoint for verification of the tools, samples and/or other items upon the visitor's departure. Any discrepancies shall immediately be reported to the Shift Supervisor. The Checkpoint Officer shall inform visitors prior to entering the facility, that he/she and the escorting staff member shall be responsible for the security and custody of the tools, samples and/or other items during the period of time they are inside the institution. The escorting staff member shall assist with the inventory of items prior to entering the institution.

b. **Legal Visits**

1) Attorneys, para-legals, investigators or other agents of an inmate's attorney(s)-of-record may visit their clients in accordance with the procedures outlined in DO 4160.3C.

2) All entry and search procedures for Official Visitors shall apply to attorney(s)-of-record and their agents. Staff conducting searches of attorney's and their agents are strictly prohibited from reading correspondence, files or other legal documents during the search process.

3) Attorney's and their agents must obtain prior approval to bring in laptop computers, tape recorders, cameras or other similar equipment.

4) Attorney's and their agents may bring in newspapers, magazines, books and other reading material for their personal use, however, these items may not be given to any inmate.

c. **Inmate Social Visits**

1) Persons requesting entry for a social visit with an inmate shall be processed in accordance with PS 4080.1B, "Inmate Visiting Regulations".

2) All inmate social visitors must be recorded in the Inmate Visitors database, and shall be questioned by the Checkpoint Officer, as to whether they are in possession of narcotics, weapons, ammunition, alcohol, prescription drugs, cameras, magazines, newspapers, or other forms of contraband, prior to their being admitted to the institution. At the checkpoint, all inmate social visitors shall also be directed to read all posted notices and instructions regarding visiting regulations.

d. **Tour Groups**

1) All groups desiring to visit a facility must have the approval of the Department's Public Affairs Officerand Deputy Director for Operations (DDO). Tours shall be conducted in accordance with the provisions of Operations Memorandum 01-02.

2) All members of tour groups are subject to the identification and search procedures contained in the "Checkpoint Procedures" section of this directive.

3) At the checkpoint, all tour group members shall also be directed to read all posted notices and instructions regarding visiting regulations.

4) All members of tour groups shall be hand stamped for identification purposes with the black light ink stamp and be issued a visitor's badge prior to entering the institution.

e. **Media Visits**

1) All visits by members of the media must be approved by the Office of Public Affairs and the Deputy Director in accordance with PS 1340.2A.

2) All entry and search procedures for Official Visitors shall apply to members of the media.

3) Requests to bring cameras and recording equipment into the facility must be approved in advance by the Office of Public Affairs and the DDO.

9. **SALLYPORT PROCEDURES.**

a. A complete record of all vehicles entering the sallyport shall be maintained. The record shall include the driver/passenger name, company represented, vehicle contents, delivery date and time (as applicable), date and time out, vehicle tag number, and name of staff escort (Attachment 2).

b. The staff member assigned to the sallyport post is responsible for the proper and accurate identification of all official visitors, truck drivers, delivery personnel, inmates and employees passing through the sallyport. If the assigned staff member has doubts about the identity of any person who seeks to pass through, the officer shall not permit the person to pass until positive identification has been established or a shift supervisor or higher authority authorizes passage.

c. The procedures utilized at the sallyport for identification and admission of visitors shall be the same as those required for checkpoint entrances/exits as outlined in sections 7 and 9 of this directive.

d. The sallyport officer shall thoroughly search each vehicle, prior to entering and exiting the facility to prevent unauthorized entry, introduction of contraband and escapes.

e. Vehicles shall never be left unsecured for any reason while inside of the facility perimeter. Both the cab and cargo compartments of the vehicle must be secured.

f. All vehicles leaving the facility shall stop at a designated spot outside the inner gate. The sallyport officer and/or tower officer shall determine that neither the driver or the escorting staff member is under duress before allowing the vehicle to enter the sallyport.

g. Any vehicle leaving the facility shall be thoroughly searched. When vehicles are loaded in such a manner that they cannot be properly searched they must be secured in the sallyport or kept under direct observation until the next regularly scheduled count clears before being allowed to leave.

h. All trash trucks shall be required to compact their load before entering the sallyport.

i. A secure gun box shall be maintained at the sallyport for the securing firearms, ammunition and other weapons. Shotguns, rifles and other firearms too large for the gun box shall be secured in the base of the tower.

10. **CHECKPOINT PROCEDURES.**

a. The checkpoint officer shall be responsible for positive identification of all persons entering and exiting the facility. This includes, but is not limited to, official visitors, employees, inmate social visitors, attorneys–of-record and their agents, tour groups and inmates.

b. All persons entering a DCDC Facility must present a DCDC identification card or a valid picture identification card issued by a government agency (i.e. driver's license, non-drivers identification card, military identification card, government employee identification card). Any exceptions to this procedure must be approved by the shift commander or higher authority.

c. If the identity of any person is in question, he/she shall not be permitted to enter or exit the institution until they have been properly and positively identified.

d. A visitor's log shall be maintained at each checkpoint to record the visitor's name, purpose for visit, time in/out, the person or area visited and escort officer's name. (Attachment 3)

e. All persons entering into any correctional facility under the jurisdiction of the Department of Corrections, with the exception of community correctional centers, shall be searched. This may consist of a pat search of their person, a search of any property in their possession, screening with metal detectors or other electronic devices, vehicle searches and K-9 searches.

f. Any person refusing to be searched shall be denied entry. **Strip searches of employees, official and unofficial visitors are strictly prohibited.**

g. All persons entering community correctional centers may be searched upon reasonable suspicion that they are in possession of contraband. This may consist of a pat search of their person, a search of any property in their

possession, screening with metal detectors or other electronic devices, vehicle searches and K-9 searches. Any person refusing to be searched shall be denied entry.

h. All official and unofficial visitors shall be instructed to read the posted signs and instructions.

i. Dress Code:

1) Official and unofficial visitors may wear informal business or casual attire. Law enforcement officers or agents may wear their normal duty uniform or attire.

2) Workmen may wear appropriate work clothing.

3) Generally, any attire considered inappropriate for inmate social visitors under the provisions of PS 4080.1B is prohibited. In cases where the appropriateness of a visitors attire is in question, a supervisor shall be called to make the final determination.

11. **ESCORT PROCEDURES.**

a. Unofficial visitors shall be under escort and/or direct staff observation at all times.

b. The name of the visitor's escort shall be recorded in the Visitor Log indicating escort responsibilities.

c. Any visitor entering into areas where inmates are housed shall be escorted at all times.

d. All vehicles entering the sallyport driven by non-DCDC personnel must have a staff escort. All non-department vehicles entering in the sallyport shall be under direct staff observation at all times.

e. All inmate work details that pass through the checkpoint or sallyport shall be escorted. An inmate detail log (Attachment 4) shall be maintained to record the inmate's name, DCDC number, time out and in, escorting officer's name and detail assignment. A valid activity pass and inmate I.D. must be presented for each inmate.

12. **EXIT PROCEDURES.**

a. No person shall be allowed to exit any secure DCDC facility until they have been positively identified. Positive identification shall consist of:

1) If applicable, the Checkpoint Officer shall inspect the visitor' s hand-stamp under the black light.

2) The Visitor shall surrender the Visitor' s Pass to the Checkpoint Officer.

3) The Checkpoint Officer shall compare the Visitor Pass number to the log book and pull the visitors official photo identification card.

4) The Checkpoint Officer shall visually inspect the official photo identification and the visitor to determine a match.

5) After positively identifying the visitor, the checkpoint officer shall authorize the tower or entrance officer to allow the visitor to exit the facility.

b. If there is any question regarding the identity of a person, a supervisor shall be contacted. The person shall not be allowed to exit until the question has been resolved.

c. Visitors with packages, sample cases and toolboxes shall submit these items for inspection and inventory before being allowed to exit. In case of a discrepancy a supervisor shall be contacted. All discrepancies must be resolved before the visitor is allowed to exit.

13. **AUTHORIZED ITEMS FOR EMPLOYEES AND OFFICIAL VISITORS.** With the exception of the items listed below, staff are prohibited from bringing in personal items that are not essential to the performance of their duties:

a. Small purses and/or wallets sufficient in size to carry personal identification, Department identification card, keys, and feminine hygiene items.

b. Standard briefcases containing only work related material. Books, magazines, newspapers and other non-work related materials are prohibited.

c. Prescription and over the counter medications in daily dose quantities.

d. Single serving meals in clear plastic containers only.

e. Beverages in Unopened plastic containers only.

f. Equipment for use by DCDC employees and official visitors while conducting audits and inspections. These items include, but are not limited to cameras, laptop computers, tape recorders, thermometers, light meters and gauges.

g. Department issued pagers, cellular telephones, lap-top computers and

other electronic equipment used by the employee in the performance of his/her official duties. The Deputy Director for Operations (DDO) is delegated authority to authorize an employee to bring in a personal pager. If granted, permission must be in writing and on file at the staff entrance.

14. **ACCESS RESTRICTIONS FOR STAFF RELIEVED OF OFFICIAL DUTIES.**

a. Staff who have been officially relieved of their official duties as described in the "definitions" section of this directive shall not have access to any DCDC facility or office without prior authorized approval from the Director or designee.

b. The agency head or designee who notifies the employee of placement on administrative leave, enforced leave, summary suspension or summary removal, shall advise the employee of access restrictions in accordance with this directive.

c. The Deputy Director shall ensure that Administrators/Office Chiefs are promptly notified of employees who have been relieved of their official duties.

d. The Deputy Director/Administrator/Office Chief shall ensure that written notification is maintained at all entry points and that this information is passed on to each employee who assumes responsibility for the post.

e. If the work status of any person is in question, the employee shall not be permitted to enter until the Shift Supervisor or higher authority obtains authorization in accordance with this directive.

f. The employee shall be positively identified and for entrance into a DCDC facility, their person and property in their possession shall be searched in accordance with visiting procedures.

g. The employee shall sign in, be issued a visitor's pass and when entering a DCDC facility have their hand stamped. Staff entrance personnel shall ensure that the employee signs out prior to exit.

h. The employee shall be escorted by a supervisor and only to the place(s) that were approved when the authorization was obtained.

i. The employee shall remain under supervision during the entire visit and shall not be allowed access to DCDC records or equipment unless the Director or designee gives specific authorization.

j. If the employee refuses to cooperate with the procedures herein, the Shift Supervisor or Office Chief shall be notified and the employee shall be subject to immediate escort out of the facility.

k. If the employee is ejected from the facility subject to section "10" or is disruptive prior to or when denied entry, notification shall be made in accordance with PS 1280.2B, "Reporting and Notification Procedures for Significant Incidents and Extraordinary Occurrences".

l. Former employees who have been terminated or retired shall only enter DCDC facilities when acting in an approved official capacity or when processed and approved in accordance with policy governing visits and visitors. Examples may be when they are now a contractor, vendor or volunteer.

15. **EMERGENCIES.**

Anytime the emergency alarm is activated, or other emergency notification is made/received of an emergency in the institution, the checkpoint Officers are to terminate the processing of visitors in or out of the institution until the emergency has cleared. Only the DDO/Administrator or his/her designee may give authorization for any visitor(s) to enter or exit the facility during emergency situations.

16. **HOSTAGES.**

Employees shall not, under any circumstances, take orders from, heed the instructions or otherwise act under the direction of any person or persons who appear to be a hostage or acting under duress, regardless of rank or position. Under no circumstances shall an inmate(s) be permitted to affect an escape from the institution by using a hostage(s) or under threat of a hostage situation.

17. **PUBLIC RELATIONS.**

Staff assigned to the Entrances and the Control Center positions are the first to be encountered by the public; therefore, they must reflect high standards of professionalism. The checkpoint Officers should not only present a good appearance, but should always handle all visitors tactfully and diplomatically, since visitors to the institution are not always aware of the security measures necessary to control visiting. The full uniform of the day shall be required for the Checkpoint Officers at all times (Officers conducting physical inspections of vehicles, cargo, etc. may be permitted authorized coverall uniform) and they shall display badge and name tag.

18. **METAL DETECTORS**

The security Lieutenant or designated shift supervisor shall be responsible for testing the operation of all metal detection devices daily and noting checks in the log books provided at checkpoint.

Odie Washington
Director

Attachments

1. Visitor Inventory Form
2. Sallyport Log
3. Visitors Log
4. Inmate Detail Log

DISTRICT OF COLUMBIA
DEPARTMENT OF CORRECTIONS

Program Statement

OPI: DDO
Number: 5022.1B
Date: October 6, 2003
Subject: Tool Control

1. **PURPOSE AND SCOPE.** To establish effective procedures for the supervision, accountability and control of tools stored and/or used within the DC Department of Corrections (DOC).

2. **PROGRAM OBJECTIVES.** The expected results of this program are:

   a. Safety and security shall be enhanced by preventing the use of tools to effect escapes, escape attempts and/or the manufacture of weapons and other contraband.

   b. All tools shall be maintained in good working condition.

   c. Tools and flammable and hazardous materials shall be accounted for at all times.

   d. Tools and flammable and hazardous materials shall be stored in secure locations.

   e. Accurate inventories of tools and flammable and hazardous materials shall be maintained.

   f. Staff shall receive training on tool control and hazard communication procedures.

3. **DIRECTIVES AFFECTED**

   a. **Directive Rescinded**

   PS 5022.1A "Tool Control" (6/16/00)

   b. **Directives Referenced**

   1) DO 2330.1A "Excess Property" (7/11/75)

   2) PS 4050.1B "Inmate Property" (11/26/01)

   3) PS 5010.3A "Contraband" (3/16/01)

   4) PS 5020.1A "Entrance and Exit Procedures" (4/15/02)

5) PS 1110.2D "Directives Management System" (11/27/01)

6) PS 2000.2 "Retention and Disposal of Department Records" (4/6/01)

7) PS 1280.2B "Notification and Reporting Procedures for Significant Incidents and Extraordinary Occurrences" (9/15/00)

4. **AUTHORITY D.C.** D.C. Code § 24-11.02, Powers; Promulgation of rules [Formerly §24-442.]

5. **STANDARDS REFERENCED**

a. American Correctional Association 2nd Edition Standards for Administration of Correctional Agencies: 2-CO-3A-01.

b. American Correctional Association 3rd Edition Standards for Adult Local Detention Facilities: 3-ALDF-3A-22 and 3ALDF-3B-05.

6. **DEFINITIONS**

a. **Tools** - Any implement, instrument or utensil held in the hand and used for cutting, hitting, digging rubbing, etc. Any Instrument that is the working part of a power driven machine, as a drill bit, band saw blade, etc.

b. **Flammable Liquid** - A substance with a flash point below 100 degrees Fahrenheit.

c. **Toxic Material** - A substance that through chemical reaction or mixture can produce possible injury or harm to the body by entry through the skin, digestive tract or respiratory tract.

d. **Caustic Material** - A substance capable of destroying or eating by chemical reaction.

e. **Material Safety Data Sheet** - A document required by government regulation for all hazardous chemical substances produced and/or sold in the United States. The document identifies the chemical content and provides information for safe usage and first-aid care.

7. **RESPONSIBILITIES**

a. **Warden.** The Warden shall ensure compliance with the requirements of this directive.

b. **Tool Control Officer.** The Tool Control Officer shall maintain a master inventory of all tools in the facility, ensure that tools are properly marked and identified and ensure compliance with tool control procedures through a system of inventories and

inspections. He/She shall also ensure that contractors receive a formal, documented orientation on Tool Control procedures.

c. **Managers and Supervisors.** Managers and supervisors shall monitor and inspect operations in their service areas to ensure that tools are used, stored and accounted for as required by this policy.

d. **Employees**

1) Staff assigned to Facilities Management, Supply, Culinary, Environmental Services and other service areas where tools are stored and/or used shall ensure that the tools assigned to them are used, stored and accounted for as required by this policy.

2) Staff assigned to the Sally Port and Staff Entrance shall ensure that all tools brought into the facility by contractors are inventoried and accounted for as required by P.S. 5020.1A, "Entrance and Exit Procedures", dated 4/15/02.

3) All staff are responsible for reading this policy and ensuring that tool control procedures are observed in their respective work areas.

e. **Construction Contractors**

1) Contractors shall be required to comply with all procedures set forth in this Program Statement.

2) A staff member shall be assigned to escort contractors while in the facility to ensure that tool control procedures are followed.

f. **Training Administrator.** The Training Administrator shall ensure that all employees receive pre-service training on Tool Control procedures and annual refresher training.

g. **Internal Controls, Compliance and Accreditation (OICCA).** OICCA shall conduct not less than annual audits of compliance with this directive.

8. **REQUIREMENTS**

a. **Tool Control Officer** - The Warden shall designate, in writing, a staff member to serve as Tool Control Officer.

b. **Tool Classification -** The tool classification outlined in this policy system applies to all service areas.

9. **PROCEDURES.** The Central Detention Facility Tool Control Officer shall maintain a Master Tool Inventory (Attachment A) with separate alphabetical listings of Class "AA", Class "A "and Class "B", by description. **LISTS THAT GIVE EXAMPLES OF TOOLS**

ARE NOT SUFFICIENT (i.e. “wrenches”, “saws” etc.). Tool lists will be reviewed at least quarterly and updated as needed.

a. **Tool Classification -** All tools shall be appropriately classified under one of the following three headings:

1) Class “AA” Tool –The class “AA” group includes those tools deemed too dangerous for an inmate to handle without constant and direct visual staff supervision. The following items are classified as Class “AA” tools.

a) Metal Cutting Blades

b) Cutting Torch Regulators and Tips

c) Bolt Cutters

d) Ramset Gun and Ammunition **(STORED IN THE ARMORY ONLY)**

e) Any Diamond Tipped Tool

f) Core Drills

2) Class “A” Tool –The class “A” group includes those tools most likely to be used in an escape or escape attempt, used to manufacture or serve as weapons capable of doing serious bodily harm or as being hazardous to facility security or personal safety. The following are examples of class “A” tools:

a) Screwdrivers

b) Hammers

c) Chisels

d) Wrenches

e) Saws

f) Pliers

3) Class “B” Tool –The Class “B” group includes non-hazardous tools. The following are examples of class “B” tools:

a) Shovels

b) Rakes

c) Paint Brushes

d) Caulking Guns

e) Test Meters

f) Trowels

b. **Tool Identification**

1) The Tool Control Officer shall mark all tools assigned to each shop or work/storage location with a unique identification symbol.

2) Tools that cannot be marked without damage, such as surgical instruments, micrometers and small drill bits shall be inventoried and kept in locked storage when not in use.

c. **Tool Storage**

1) **Class "AA".** Class "AA" tools shall be removed from the facility at the end of each workday, or stored in a combination safe inside of the Class "A" tool room, the Armory or the Command Center vault. If stored in a safe inside of the Class "A" tool room shadow boards are not required.

2) **Class "A".** All Class "A" tool storage areas shall be secured behind at least two locked doors/gates. When the Class "A" tool room is inside the Class "B" tool room, the lock on the Class "B" tool room door serves as one of the two required locks for the Class "A" tool room.

3) **Class "B".** All Class "B" tool storage areas shall be secured behind at least one locked door or gate.

4) **Shadow Boards**

a) With the exception of class "AA" tools stored in a combination safe, a shadow board shall be used to store any tool that can be mounted. Only one tool or tool set shall be kept on each shadow, and the shadow must be identical to the tool in size and shape.

b) All shadow boards shall have white backgrounds.

c) Class "AA" tool shadows shall be bright yellow, Class "A" tool shadows shall be red and Class "B" tool shadows shall be black.

d) All shadow boards accessible to inmates will be caged with expanded metal and locked. Ladders shall be secured to a stationary object, in the horizontal position if possible, with an approved chain and padlock.

e) In the event a tool no longer used and is subsequently removed from the inventory, the corresponding shadow shall be removed immediately from the shadow board.

5) **Other Storage**

a) Tools not adaptable to a shadow board shall be kept in a locked drawer, cabinet or a secure metal toolbox with a lock or secured cage. Toolboxes shall be shadowed on the floor or shelf where they are stored.

b) Medical instruments and sharps shall be stored in locked cabinets or drawers when not in use.

d. **Tool Inventories**

1) **Tool Control Officer.**

a) The Tool Control Officer shall appropriately mark and inventory all prior to issuance. Tools that are a part of a set or are sized sequentially by standard increments can be in a single listing, provided the total number of pieces in the set is contained in the description and each piece is marked. For example:

(1)	Drill bit set, five piece, metal/wood	1/32” – 1/2"
(2)	Drill bit set, four piece, metal/wood	7/16” - 7/8”
(3)	Wrench set, six piece, comb. box/open end	1/4" - 7/16”
(4)	Wrench, comb. box/open end	7/16” - 7/8”

b) The Tool Control Officer shall ensure that a current Master Tool Inventory (Attachment A), of all tools stored in the facility, is maintained. The master tool inventory and corresponding shop tool inventory shall be updated when tools are procured, lost or surveyed. This inventory shall contain:

(1) A description of the tool,

(2) The tool classification and

(3) The name of the person or shop to which the tool is issued.

2) **Supervisory Accountability**. Supervisors and employees in charge of shops and other areas where tools are used and stored shall ensure that all tools are accounted for at the end of each workday by means of:

a) The supervisor of each shop and other locations where tools are stored or used shall maintain an accurate printout, from the Master Tool Inventory, of all tools assigned to their shop or location. A copy of the inventory shall be posted in or near the tool storage area. This inventory shall contain:

(1) A description of the tool,

(2) The tool classification and

(3) The name of the person or shop to which the tool is issued.

b) All toolboxes and tool carts shall contain an accurate inventory of the tools contained in the toolbox or cart.

c) The supervisor of each shop and other locations where tools are stored or used are responsible for maintaining accountability for all tools assigned to them at all times to include:

(1) Constant visual inventories of all shadow boards, tool cabinets and shelves.

(2) Inventories of toolboxes when they are issued and returned.

(3) Inventories of tool carts when they are issued and returned.

3) **Quarterly Inventory.** Shop foremen and the Tool Control Officer shall conduct formal quarterly inventories, utilizing the Master Tool Inventory, and certify their accuracy. A correctional supervisor shall supervise this inventory. The inventories will be forwarded to the Major for Operations for review.

4) **Annual Inventory.** The Tool Control Officer shall conduct a formal Master Tool Inventory at least annually. This inventory shall be conducted by January 31 each year and shall be forwarded to the Major for Operations for final review. The Major will retain the Master Tool Inventories for one year and three months as required by PS 2000.2, “Retention and Disposal of Department Records”.

5) **Tool Control Files.** The Tool Control Officer shall maintain a file for each shop and other location where tools are stored. This file shall contain:

a) Quarterly inventories, annual inventories, lost/recovered tool reports and any other pertinent information.

b) The left side of the folder will contain the annual inventory sheet(s).

c) When any addition or deletion is made to the inventory, the page(s) on which the change is made shall be completely retyped or reprinted and

inserted in the inventory. The old page shall be moved to the right side of the folder for reference purposes. **DO NOT DESTROY THESE PAGES.**

d) The right side of the folder shall contain, but shall not be limited to, the following: Lost/Recovered Tool Reports (Attachment C); Receipt of Tool Issuance Forms (Attachment E); Tool Survey Forms (Attachment F); Quarterly and Annual Tool Inventories.

e) When the annual inventory is completed in January, it shall be placed on the left side of the folder and the old inventory moved to the right side. Each folder shall contain the materials for the current year plus the preceding two years. A divider will be used to separate each set of materials.

6) **Surplus Tools.** Tools purchased or acquired from surplus property shall be stored in the designated secure storage area. The Tool Control Officer shall maintain an accurate inventory of all unmarked or excess tools (Attachment D) that have been returned to secure storage for issue or reissue. The Tool Control Officer shall be the only employee authorized to draw tools from this source.

7) **Contractors**

a) The Major for Operations shall ensure appropriate written controls are established for all items, particularly those items classified as Class “AA” and Class “A” tools.

b) Contractors performing maintenance, repairs or construction work shall submit tool inventories (Attachment B) to the Tool Control Officer prior to being authorized entry to the facility. The original inventory should be filed in the Tool Control Officer’s file, the Security Office and the Major shall maintain a copy.

c) Contractors shall conduct inventories of tools at the conclusion of each workday and certify in writing that all tools are accounted for.

d) When a contractor determines that a tool has been lost, he/she shall notify the Construction Officer immediately.

e. **Issuance and Use of Tools**

1) **Maintenance and Construction**

a) All Class “AA” and Class “A” tools shall be issued directly to the designated DOC employees only and must be used under constant, direct, staff visual supervision.

b) All ammunition for RAMSET Guns and other powder actuated fastening tools will be stored in the facility armory. Staff requiring use of this equipment will check them out from the Security Officer, and return the same to the Security Officer, including spent loads upon completion of use.

c) Each employee who draws tools shall be issued unique metal tabs. When the employee draws a tool he/she shall surrender a metal tab. When a tool is issued from a shadow board, the tab shall be placed on the shadow corresponding to the tool. When a toolbox is issued, the tab shall be placed in the appropriate space on the shadow board. Tool issuance shall be documented using the Tool Cage Tracking Log (Attachment G).

d) The Major for Operations must approve the issuance of tools from any tool storage location to a specified project for extended periods.

e) Class “B” tools may be used by inmates under intermittent supervision, but must be accounted for at the end of each work period by the Shop Foreman or Squad Supervisor.

f) All small hand tools utilized throughout the facility shall be carried on the person or in a secure metal toolbox equipped with a lock.

2) **Kitchen Tools**

a) Culinary tools shall be inventoried daily in accordance with procedures set Forth In This Order.

b) Issuance of culinary tools shall be on the Culinary Utensil Log Sheet (Attachment H)

c) Issuance and return of kitchen knives shall be documented in the Command Center log.

d) With the exception of knives, kitchen tools may be stored in the culinary unit in secure drawers, cabinets or on shadow boards.

e) When in use, kitchen knives shall be secured to the cutting table with a metal cable.

f) When not in use, knives shall be stored in the Command Center in a locked box.

3) **Medical/Dental Tools**

a) Due to their unique nature, color-coding or marking is not required on medical and dental tools.

b) When not in use, medical and dental tools shall be stored in locked cabinets, drawers, etc. Employees in charge of medical and dental departments shall ensure that these tools are inventoried at each change of shift in accordance with the procedures set forth in this order.

f. **Replacement Tools.** When new tools are drawn for replacement, the old tool must be turned in so it may be surveyed and safely disposed of, in accordance with established survey procedures contained in DO 2330.1A. Issuance of tools shall be documented using the Receipt of Tool Issuance Form (Attachment E)

g. **Broken Tools**

1) All broken or unserviceable tools shall be surveyed, and disposed of in an appropriate and secure manner.

2) The survey of broken or unserviceable tools shall be documented using the Tool Survey Form (Attachment F)

3) Tools shall be surveyed consistent with DO 2330.1A, “Excess Property (7/11/75)”.

4) Accountability for tools scheduled to be surveyed shall be maintained until tools are actually disposed of. The Tool Control Officer shall be responsible for destroying and/or disposing of all surveyed tools.

h. **Lost Tools**

1) When a Class “AA”, Class “A” or Class “B” tool is lost, immediate verbal notification shall be made as required by PS 1280.2B and a DOC Form 1 be completed the same day before the employee involved leaves the facility. A complete report shall be forwarded through the chain of command to the Major for Operations.

2) The Facility Security Officer shall maintain a file of Lost/Recovered Tool Reports (Attachment C) and shall monitor them carefully for accuracy, frequency of losses from a particular employee, and search efforts for lost tools.

3) Any inmate(s) who may have had access to the tool shall be held at work until a thorough search has been made.

4) When a lost tool is recovered, a Lost/Recovered Tool Report shall be completed in its entirety and submitted to the Major for Operations the same day the tool is found.

i. **Control Of Flammable, Caustic And Toxic Materials**

1) The Department Environmental Safety and Sanitation Manager shall ensure that the hazard communications program is implemented to include:

   a) Maintenance of accurate and complete inventory,

   b) Proper labeling of containers,

   c) Material Safety Data Sheets (MSDS) accessible to staff, and

   d) Training in the proper use, safety precautions and hazards of chemicals.

2) All flammable, caustic and toxic materials shall be stored in an approved locked cabinet or in a suitable secure storage area inaccessible to inmates. Copies of the MSDS shall be located in the same storage unit.

3) All other flammable, caustic and toxic materials shall be stored in the original container, except when transferred from the original container for immediate use by the person who performs the transfer.

4) Compressed gases shall be stored in a ventilated secure area, outside of the facility, inaccessible to inmates.

5) Gasoline will be controlled in the following manner:

   a) Gasoline for use in lawnmowers, weed trimmers and other small equipment shall be stored in approved cabinets, in a secure location inaccessible to inmates.

   b) When not actually in use, gasoline-powered lawn mowers and other small equipment shall be stored in a secure location inaccessible to inmates.

   c) Maintenance employees and supervisors shall issue the gasoline needed to operate engines during periods of use. Surplus gas will be strictly controlled and accountability maintained at all times. Excess gasoline will be stored in approved cabinets in a secure location inaccessible to inmates.

   d) Gasoline may not be stored or carried in any container except the approved safety can. The cans shall be painted red with the word gasoline painted clearly and legibly on the can's sides with a ½ inch yellow band painted around the container as per OSHA Regulations.

6) These items shall be issued to authorized Department of Corrections employees only. The issuing employee will record the time, date, amount, and

the name of the person receiving the item. When the material is returned to the point of issue, the inventory shall be adjusted to reflect the amount used.

7) Maintenance supervisors shall ensure that all hazardous materials are secured at the end of each work period.

8) Any question arising regarding the use and/or storage of flammable, caustic or toxic materials should be addressed to the Environmental Safety and Sanitation Supervisor.

Odie Washington
Director

ATTACHMENTS:

A. Master Tool Inventory Form
B. Daily Construction Tool Inventory Form
C. Lost/Recovered Tool Report
D. Excess and Unmarked Tool Inventory Form
E. Receipt of Tool Issuance Form
F. Tool Survey Form
G. Tool Cage Tracking Log
H. Culinary Utensil Log Sheet

DISTRICT OF COLUMBIA
DEPARTMENT OF CORRECTIONS

Program Statement

OPI: SEC
Number: 5320.1A
Date: July 1, 2004
Subject: Key Control

1. **PURPOSE AND SCOPE.** To establish policy and procedures to ensure a safe and secure method of issuing, controlling, distributing and accounting for keys within the District of Columbia Department of Corrections (DOC).

2. **PROGRAM OBJECTIVES.** The expected results of this program are:

   a. An accurate indexing system for all keys shall be maintained.

   b. Staff shall account for all keys prior to assuming responsibility of their post and report any misuse, loss or the need to replace any keys assigned.

   c. All keys, doors, gates and locks shall be identified and classified based on the level of security requirements, i. e., security, non-security and restricted.

   d. Operational keys shall be issued from a centralized location.

   e. Accurate records shall be kept regarding reproduction of keys and maintenance of all gates, doors, keys, locks and locking devices in the facility.

   f. Keys shall be accounted for at all times.

3. **DIRECTIVES AFFECTED**

   a. **Directives Rescinded**

      P.S. 5320.1, “Key Control” (5/8/00).

   b. **Directives Referenced**

      PS 1280.2B, “Reporting and Notification Procedures for Significant Incidents and Extraordinary Occurrences”, (9/15/00).

4. **STANDARDS REFERENCED**

a. American Correctional Association, 2nd Edition, Standards for Administration of Correctional Agencies 2-CO-3A-01.

b. American Correctional Association, 4th Edition, Standards for Adult Local Detention Facilities 4-ALDF-2D-01

5. **AUTHORITY.** D.C. Code § 24-211.02

6. **NOTICE OF NON-DISCRIMINATION.** In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code §2-1401.01 et seq., (act) the District of Columbia does not discriminate on the basis of race, color, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, matriculation, political affiliation, disability, source of income, place of residence or business. Sexual harassment in the form of sex discrimination is also prohibited by the act. Discrimination in violation of the act will not be tolerated. Violators will be subject to disciplinary action.

7. **DEFINITIONS**

a. **Non-Security Keys -** Any key which, if lost, damaged or compromised, would not jeopardize the safety/security of the facility. These may include but are limited to keys to individual offices, desks, lockers, and file cabinets.

b. **Permanent Issue Key** – Any operational key issued to and maintained by a specific employee on a permanent basis.

c. **Restricted Keys -** Keys to sensitive areas within the facility. These include but are not limited to the Security Office; Armories; Supply Unit; Culinary Unit; offices of the Warden, Deputy Wardens and Office Chiefs; Records Office; the Medical Unit; Facilities Management shops; padlocks for security gates and any other area in the facility designated as restricted access by the Warden.

d. **Security Keys -** Any key which if lost, damaged or compromised, would jeopardize the safety/security of the facility. These include but are not limited to keys to interior and perimeter gates; housing unit doors; the tower; armory; Culinary Unit; Administration Module; or Medical Unit.

8. **GENERAL PROCEDURES**

a. The Key Control Officer shall ensure that each ring has a metal tag attached indicating the ring number on the front of the tag and the number of keys assigned to the ring on the back of the tag.

b. Employees are strictly prohibited from; and may be disciplined for the unauthorized possession, duplication, alteration or other improper use of keys.

c. Employees are strictly prohibited from taking security keys away from facility grounds except when the keys have been authorized and issued to the individual employee as “permanent issue”.

d. The Shift Supervisor shall immediately contact and order an employee to immediately return keys to the facility if that employee inadvertently carried a key ring off of the facility grounds.

e. Inmates are strictly prohibited from possessing keys.

f. The Major for Operations shall review inventories, shift reports, lost/misplaced key reports and other documents concerning key control procedures and taking appropriate action to ensure accountability for keys.

9. LOST/MISPLACED KEYS

a. When an employee loses a key, they shall immediately tell the Shift Supervisor; indicating when the loss was discovered, circumstances surrounding the loss, and providing any other pertinent information.

b. Upon notification, the Shift Supervisor shall take any immediate and appropriate action if it is determined that the keys might be easily located.

c. Immediately following the verbal report, the employee shall submit a detailed written report through his/her supervisor in accordance with PS 1280.2B.

d. The Shift Supervisor shall conduct an investigation and forward findings and recommendation within 24 hours to the Warden or designee.

e. When security keys are lost or when security locks are compromised for any reason, the locksmith shall be notified and the locks shall be changed or re-keyed.

10. KEY STORAGE

a. Keys shall be systematically stored in a locked key cabinet that provides for each hook to be numbered. Each hook in every key cabinet shall hold either the key/key ring assigned to that hook, a tab issued to the person or post to whom the key/key ring is issued, or a tab bearing the phrase “hook not in use”.

b. The facility shall maintain the following cross-indices of all keys, locks and padlocks:

1) An alpha-numerical listing of all keys referencing the hook number of the key and the location of the lock that the key operates.

2) An alpha-numerical listing of all locks in the facility referencing the hook number of the key that fits the lock. In addition, key maps and blueprints will be maintained indicating the location of all security locks in the facility. The cross-reference shall be stored in a separate, secure area from the key cabinet.

c. A master set of keys to the offices in the Administrative Module shall be located in the Security Office. These keys shall be stored in a secured key cabinet.

11. **RESTRICTED KEYS**

a. The Warden or his/her designee shall designate in writing which keys are to be considered restricted. These may include, but are not limited to:

1) The Security Office.

2) The Supply Unit.

3) The Culinary Unit.

4) The Offices of the Warden, Deputy Wardens, Administrators and Office Chiefs.

5) The Records Office.

6) The Medical Unit.

7) The Facilities Management Shops.

b. A restricted key cabinet shall be maintained in the Command Center for the secure storage of keys to sensitive areas within the facility.

c. Keys assigned to the restricted key cabinet and shall only be issued to a supervisor who shall be accountable for their use. Issuance of keys from the restricted key cabinet will be documented in the Key Control Log.

d. The restricted key cabinet and each restricted key ring tag shall be color-coded black and clearly marked “Restricted Keys”.

e. An operational key cabinet shall be maintained in the Command Center for the storage and issuance of operational keys. The operational key cabinet shall be color-coded white and clearly marked “Operational Keys”.

f. A pattern key cabinet shall be maintained in the lock shop. This cabinet shall contain a pattern key for each lock in the facility. These keys are to be used as patterns for the reproduction of keys and are not to be issued.

12. **EMERGENCY KEYS**

a. A complete set of emergency keys for all facility locks classified as fire and/or emergency locks shall be maintained. One set of emergency keys shall be secured in the Command Center of the facility in a locked key cabinet color-coded red. Another complete set of emergency keys shall be secured in a locked key cabinet in the tower.

b. Emergency keys and the locks that they operate shall be color coded for easy identification. Keys to emergency exits shall be notched to provide for identification by touch.

c. The key to the emergency key cabinets shall be maintained in a break box. One break box shall be located in the Command Center. A second break box shall be placed next to the emergency key cabinet located in the tower. Both break boxes and emergency key cabinets shall be color- coded red and clearly marked “emergency keys”. If the break box is accessed for any reason, a notation shall be made in the shift log, the key log, and a written report shall be forwarded to the Warden. If the break box is accessed in response to an actual emergency, notification shall be made in accordance with P.S. 1280.2B, “Reporting and Notification Procedures for Significant Incidents and Extraordinary Occurrences”

d. Each emergency key cabinet shall contain a two way cross index of these keys in the Emergency Key Cabinet: (1) an alpha-numerical listing of all keys referencing the hook number of the key and the location of the lock that the key operates; and (2) an alpha-numerical listing of all fire and emergency locks in the facility referencing the hook number of the key that fits the lock.

e. Each emergency key cabinet shall contain diagrams of the facility and buildings within the facility. The diagrams shall show the locations of all emergency doors/gates and identify the key/key ring which opens each door/gate.

13. **ARMORY KEYS**

a. The operational set of armory keys shall be designated as restricted and may only be issued to the Major for Operations, Facility Security Officer, Exterior Security Officer or other person designated by the Warden.

b. An emergency set of armory keys shall be stored in a break box located in the tower. These keys shall only be issued to a correctional supervisor. If the emergency armory keys are accessed for any reason, a notation shall be made in the shift log, the key log and a written report shall be forwarded to the Warden.

c. If the armory keys are accessed in response to an actual emergency, notification will be made in accordance with P.S. 1280.2B, "Reporting and Notification Procedures for Significant Incidents and Extraordinary Occurrences"

14. **KEY ISSUANCE**

a. All operational keys shall be issued from the Command Center.

b. All staff shall be issued unique key tabs corresponding to that staff member only. A cross-referenced listing of key tabs shall be maintained in the Command Center and in the Shift Supervisor's office.

c. All staff members drawing keys shall surrender a key tab for each key ring issued to them. Their key tab shall be placed on the hook corresponding to the issued key rings.

d. When keys are maintained on post, a permanent key tab bearing the phrase "maintained on post" shall be placed on the appropriate hook in the operational key cabinet. The officer assuming responsibility for the post shall inventory all keys maintained on post at each change of shift. A signed inventory form shall be forwarded to the Command Center.

e. Restricted keys shall only be issued to a supervisor or higher authority. Issuance of restricted keys shall be documented in the shift log and the key log.

f. The Warden shall approve issuance of all permanent issue keys in writing.

15. **KEY INVENTORY PROCEDURES**

a. **Command Center**

1) The Command Center Officer in Charge (OIC) shall ensure that all operational and restricted keys are inventoried as soon as he/she assumes the post.

2) All keys must be accounted for prior to relieving the preceding shift. Any and all discrepancies shall be reported to the Shift Supervisor immediately.

3) The results of the inventory shall be recorded in the Shift Report and the Key Log

b. **Post OIC's**

1) When keys are maintained on post, the officer in Charge (OIC) shall ensure that all keys are inventoried as soon as he/she assumes the post. All keys must be accounted for prior to relieving the preceding shift.

2) Any and all discrepancies shall be reported to the Shift Supervisor immediately.

3) The results of the inventory shall be recorded in the post logbook.

c. **Emergency Keys**

1) All emergency keys shall be inventoried by the Key Control Officer at least monthly.

2) If emergency keys are accessed due to an actual emergency, the Shift Commander shall ensure that an inventory is conducted and all keys are accounted for after the emergency has been resolved and the keys are returned to the cabinet. The results of the inventory shall be recorded in the Shift Report and the Key Log.

d. **General Requirements**

1) The Key Control Officer shall inventory all Permanent Issue Keys at least quarterly.

2) The locksmith or other designated employee shall maintain an accurate perpetual inventory of the pattern keys, and key blanks.

3) Shift Supervisors shall review key inventories, make regular inspections of key storage areas, investigating discrepancies and taking appropriate action to resolve them.

e. **Key/Lock Replacement, Repair and Service**

1) Reproduction of keys and installation, repair and maintenance of locks and locking devices shall only be performed by a Locksmith or other qualified personnel.

2) No key shall be reproduced or issued without written authorization from the Deputy Warden for Operations or designee.

3) No lock shall be re-keyed, installed or removed without written authorization from the Deputy Warden for Operations or designee. The Facility Security Officer shall ensure that the cross-index and blueprints are updated to reflect the change.

4) All duplication of keys and installation, repair, re-keying and maintenance of locks and/or locking devices shall be documented by the locksmith or other person performing the service.

5) The Major for Operations shall ensure that all keys, locks and locking devices are inspected and serviced on a regular basis. Inspection, preventive maintenance and repairs shall be documented.

6) The locksmith or other designated employee shall immediately update the indices, diagrams, key maps and other records when keys, locks and/or locking devices are changed.

Odie Washington
Director