

AWARD/CONTRACT		1. Solicitation Number CFOPD-20-R-041	Page of Pages 1 63 + Attachments				
2. Contract Number CFOPD-20-C-041		3. Effective Date See 20C	4. Requisition/Purchase Request/Project No.				
5. Issued By Office of the Chief Financial Officer Office of Contracts 1100 - 4th Street, SW., Suite E610 Washington, DC 20024		Code	6. Administered By (If other than line 5)				
7. Name and Address of Contractor (No. Street, city, country, state and ZIP Code) CSI Corporation of DC 633 Pennsylvania Avenue, NW Washington, DC 20004 Attn: Johnetta Holland - President jholland@csicorpdccom 202-393-1100 (o)		8. Delivery <input checked="" type="checkbox"/> FOB Destination <input type="checkbox"/> Other (See Schedule Section F)		9. Discount for prompt payment			
Code		Facility		10. Submit Invoices to the Address shown in Line 12 (2 copies unless otherwise specified)			
11. Ship to/Mark For Office of the Chief Financial Officer Office of Lottery and Gaming 2235 Shannon Place SE, 5th Floor Washington, DC 20020 Attn: Scott Miller - Investigator Email: Scott.Miller@dc.gov 202-645-8080 (O)		Code	12. Payment will be made by Office of Chief Financial Officer Office of Lottery and Gaming 2235 Shannon Place SE Washington, DC 20020				
13. Contract Type Requirements with Firm Fixed Pricing		14. Accounting and Appropriation Data					
15A. Item	15B. Supplies/Services	15C. Qty	15D. Unit	15E. Unit Price	15F. Amount		
1	Lottery Security Services	1		\$465,495.10	\$465,495.10		
Total Amount of Contract					Not to Exceed \$465,495.10		
16. Table of Contents							
(X)	Section	Description	Pages	(X)	Section	Description	Pages
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Contracting Officer will Complete Item 17 or 18 as Applicable							
17 <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1 pdf</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18 <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. Name and Title of Signer (Type or print) JOHNETTA HOLLAND - President				20A. Name of Contracting Officer Anthony A. Stover, CPPO or Dorothy Whisler Fortune, Esq. CPPO			
19B. Name of Contractor CSI Corporation of DC		19C. Date Signed 9/25/2020		20B. District of Columbia		20C. Date Signed Sept 28, 2020	
<i>Johnetta Holland</i> (Signature of person authorized to sign)				<i>Anthony A. Stover</i> (Signature of Contracting Officer)			

SECTION B

CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE

B.1 GENERAL INFORMATION

The District of Columbia Office of the Chief Financial Officer, Office of Contracts, on behalf of Office of Lottery and Gaming (OLG) (the “District”) requires the Contractor to provide security services to protect all Lottery owned and leased facilities and equipment, the employees of these facilities, and all individuals that patronize the OLG facilities.

B.2 CONTRACT TYPE

The District awards a Requirements Contract based on Firm Fixed unit prices.

B.3 DESIGNATION OF SOLICITATION FOR THE CERTIFIED BUSINESS ENTERPRISE (CBE) MARKET ONLY

This solicitation is designated only for certified business enterprise (CBE) offerors under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005”, effective October 20, 2005 (D.C. Law 16-33; D.C. Official Code § 2-218.01 et seq.), as amended. Offerors must be certified at the time of submittal. Contact the DC Department of Small and Local Business Development (DSLBD) at (202) 727-3900 for information on the certification process.

B.4 ALL-INCLUSIVE PRICING

The stated Price Per Unit for each Contract Line Item Number (CLIN) shall be fixed, inclusive of all of the Contractor’s direct cost, indirect cost, and profit; including travel, material, and delivery costs. The price shall include all cost associated with the services described in and required by the Contract. The Total Estimated Price shall represent the price ceiling, fixed fee, or not to exceed amount of the Contract.

B.5. PRICE SCHEDULE – REQUIREMENTS

B.5.1 BASE YEAR

Contract Line Item No. (CLIN)	Item Description	Firm Fixed Unit Price (Hour)	Estimated Quantity	Total Estimated Price
001	Special Police Officer (Four (4) Officers)	\$43.29	8,320	\$360,172.80

002	*Special Police Officer Overtime	\$64.94	100	\$ 6,494.00
003	Shift Supervisor/Lieutenant (One (1) Supervisor)	\$45.86	2,080	\$95,388.80
004	*Shift Supervisor/Lieutenant Overtime	\$68.79	50	\$3,439.50
Grand Total for Base Year				\$465,495.10

***The hourly overtime rates shall be one and a half times the standard hourly rate for the corresponding position. For example, the overtime rate of Shift Supervisor/Lieutenant should be one and a half-time the standard rate for Shift Supervisor/Lieutenant.**

B.5.2 OPTION YEAR ONE

Contract Line Item No. (CLIN)	Item Description	Firm Fixed Unit Price (Hour)	Estimated Quantity	Total Estimated Price
101	Special Police Officer (Four (4) Officers)	\$44.70	8,320	\$371,940.00
102	*Special Police Officer Overtime	\$67.05	1,889	\$ 126,657.45
103	Shift Supervisor/Lieutenant (One (1) Supervisor)	\$47.35	2,080	\$ 98,488.00

104	*Shift Supervisor/Lieutenant Overtime	\$71.03	1,217	\$ 86,443.51
Grand Total Option Year One				\$683,492.96

***The hourly overtime rates shall be one and a half times the standard hourly rate for the corresponding position. For example, the overtime rate of Shift Supervisor/Lieutenant should be one and a half-time the standard rate for Shift Supervisor/Lieutenant.**

B.5.3 OPTION YEAR TWO

Contract Line Item No. (CLIN)	Item Description	Firm Fixed Unit Price (Hour)	Estimated Quantity	Total Estimated Price
201	Special Police Officer (Four (4) Officers)	\$46.15	8,320	\$383,968.00
202	*Special Police Officer Overtime	\$69.23	1,889	\$130,775.47
203	Shift Supervisor/Lieutenant (One (1) Supervisor)	\$48.89	2,080	\$101,691.20
204	*Shift Supervisor/Lieutenant Overtime	\$73.34	1,217	\$89,254.78
Grand Total for Option Year Two				\$705,689.45

***The hourly overtime rates shall be one and a half times the standard hourly rate for the corresponding position. For example, the overtime rate of Shift Supervisor/Lieutenant should be one and a half-time the standard rate for Shift Supervisor/Lieutenant.**

B.5.4 OPTION YEAR THREE

Contract Line Item No. (CLIN)	Item Description	Firm Fixed Unit Price (Hour)	Estimated Quantity	Total Estimated Price
301	Special Police Officer (Four (4) Officers)	\$49.76	8,320	\$414,003.20
302	*Special Police Officer Overtime	\$74.64	1,889	\$140,994.96
303	Shift Supervisor/Lieutenant (One (1) Supervisor)	\$52.50	2,080	\$109,200.00
304	*Shift Supervisor/Lieutenant Overtime	\$78.75	1,217	\$ 95,838.75
Grand Total Option Year Three				\$760,036.91

***The hourly overtime rates shall be one and a half times the standard hourly rate for the corresponding position. For example, the overtime rate of Shift Supervisor/Lieutenant should be one and a half-time the standard rate for Shift Supervisor/Lieutenant.**

B.5.5 OPTION YEAR FOUR

Contract Line Item No. (CLIN)	Item Description	Firm Fixed Unit Price (Hour)	Estimated Quantity	Total Estimated Price
401	Special Police Officer (Four (4) Officers)	\$51.38	8,320	\$427,481.60
402	*Special Police Officer Overtime	\$77.07	1,889	\$145,585.23
403	Shift Supervisor/Lieutenant (One (1) Supervisor)	\$54.21	2,080	\$112,756.80
404	*Shift Supervisor/Lieutenant Overtime	\$81.32	1,217	\$96,966.44
Grand Total for Option Year Four				\$784,790.07

***The hourly overtime rates shall be one and a half times the standard hourly rate for the corresponding position. For example, the overtime rate of Shift Supervisor/Lieutenant should be one and a half-time the standard rate for Shift Supervisor/Lieutenant.**

SECTION C**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT****C.1 SCOPE**

The District of Columbia Office of the Chief Financial Officer, Office of Contracts, on behalf of Office of Lottery and Gaming (OLG) (the "District") requires the Contractor to provide security services to protect all Lottery owned and leased facilities and equipment, the employees of these facilities, and all individuals that patronize the OLG facilities.

C.2 DEFINITIONS

These terms when used herein have the following meanings:

1. Office of Lottery and Gaming (OLG) – DC Lottery.

C.3 BACKGROUND

C.3.1 The DC Lottery's mission is to provide revenue-generating entertainment through the sale of innovative lottery products and promotions that directly benefit the residents and the economic vitality of the District of Columbia. Since its inception, the DC Lottery has contributed more than \$2.1 billion to the District's General Fund. The Lottery's annual transfer to the General Fund remains a vital component in aiding the city's economy, thereby benefiting all residents of the District of Columbia, as well as suburban commuters and tourists. The General Fund supports services such as education, recreation and parks, public safety, housing, and senior and child services.

C.3.2 The DC Lottery directly benefits its players by paying out more than 50 percent of annual sales in prize money, which totals more than \$3.7 billion to date. The Lottery also directly benefits local businesses by providing commissions to retailers licensed to sell DC Lottery games and offering contracting opportunities.

C.4 REQUIREMENTS**C.4.1 Work Guidelines for Security Services**

C.4.1.1 The OLG requires a minimum of four (4) security officers to work a daily eight (8) hour shift between the hours of 8:00 am and midnight to be determined by the COTR. The Contractor shall provide two (2) Special Police Officers (SPOs) to provide security services for a tour of duty of 8:00 AM to 4:30 PM, Monday thru Friday for Shift I, one (1) SPO from 10AM to 6:00PM and one (1) SPO from 4:00 PM to 12:00 AM Monday thru Friday for Shift II and one (1) SPO on Saturdays from 8:00 PM to 12:00 AM. Additionally, the Contractor shall provide security services on weekend and holidays as designated by the Contracting Officer Technical Representative (COTR) on an as needed basis. The hours are subject to change as directed by the COTR.

- C.4.1.2 Shift Supervisor/Lieutenant – The supervisor’s tour of duty shall be Monday through Friday from 8:00am to 4:30PM. Schedule/hours are subject to change at the full discretion of the COTR and will be dictated by the agency’s needs.
- C.4.1.3 The COTR shall approve all overtime hours and those hours will be paid at half -time the standard hourly rate.
- C.4.2 Position Requirements
- C.4.2.1 The Contractor shall provide Special Police Officer (SPO): shall be trained and certified in the use of firearms, batons, self-protective techniques, patrol procedures, burglary prevention, and all other Basic Training Requirements listed in Section C.7.5 SPOs shall meet the qualifications as stipulated in the most recent version of the District of Columbia Municipal Regulations, DCMR Title 6-A. This reference is made to correlate the Commissioned Special Police Officer position in this solicitation to Guard II as applicable to the Department of Labor’s Wage Determination No. 2015-4281, Revision 16 (Attachment J.1).
- C.4.2.2 Trained and certified in the use of firearms, batons, self-protective techniques, patrol procedures, burglary prevention, and all Basic Training Requirement listed in Section C.7.5 and Basic Firearms Training listed in Section C.8.
- C.5 **Shift Supervisor/Lieutenant:** The Contractor shall provide a Shift Supervisor/Lieutenant as defined in this section.
- C.5.1 Position Description: The Shift Supervisor/Lieutenant shall perform the following duties and responsibilities:
- 1) Perform supervisory duties and service as a regular Special Police Office (SPO). The Shift Supervisor/Lieutenant shall monitor the performance of the SPO’s to ensure the following:
 - a. Punctuality;
 - b. Proper attire and equipment;
 - c. Full knowledge of the duties, assignments and Post Orders; and
 - d. Report to and receive direction from the Contracting Officer’s Technical Representative (COTR).
 - 2) Trained and certified in the use of firearms, batons, self-protective techniques, patrol procedures, burglary prevention, and all Basic Training Requirement listed in Section C.7.5 and Basic Firearms Training listed in Section C.9.
- C.5.2 Qualifications and Experience: The Shift Supervisor/Lieutenant shall, at a minimum have the following qualifications and experience.
- 1) Shall possess a high school education or equivalency.
 - 2) Have a minimum of three (3) years’ experience in the field of supervision, civilian community law enforcement, military service, government law enforcement, and/or security of commercial or industrial guard services.

- 3) Completed the training specified in Section C.7.5 and Section C.9
- 4) Have the ability to successfully manage four (4) or more persons in the field of law enforcement or security, as it pertains to a structural work environment;
- 5) Take training opportunities when offered: and
- 6) Stay abreast of changes in standards within the security sector.
- 7) The shift supervisor's resume shall be furnished to the COTR for review and approval. The Contractor shall submit letters of verification of all requirements for supervisory personnel.

C.6 **Special Police Officer (SPO):** The Contractor shall provide a SPO as defined in this section.

C.6.1 **Position Descriptions:** The SPO shall perform the following duties and responsibilities:

- 1) Trained and certified in the use of firearms, batons, self-protective techniques, patrol procedures, burglary prevention, and all Basic Training Requirement listed in Section C.7.5 and Basic Firearms Training listed in Section C.8.

C.6.2 **Qualifications and Experience:** The SOP shall, at a minimum have the following qualifications and experience:

- 1) Shall possess a high school education or equivalency and have two (2) years' experience.
- 2) The ability to have good verbal and written communication skills;
- 3) The ability to read, understand and apply printed rules, detailed orders, instructions, and training material;
- 4) The ability to maintain poise and self-control under stress;
- 5) The ability to construct and write clear, concise, accurate and detailed reports;
- 6) Proficiency in the use and safe handling of a firearm as evidenced by a valid armed Special Police Officer Commission;
- 7) The ability to solve problems as they arise and relate well to a wide range of people;
- 8) The ability to work independently and as part of a team and have a trustworthy character;
- 9) The ability to respond positively to stressful situations, and be polite and approachable always;
- 10) The ability to work with technical equipment (e.g. closed-circuit television and hand-held radios);
- 11) Take training opportunities when offered: and
- 12) Stay abreast of changes in standards within the security sector.

C.6 **Health and Physical Fitness Requirements**

C.6.1 Passing a physical examination administered by a licensed physician shall evidence physical fitness.

C.7 Basic Training Requirements Special Police Officers and Supervisors

- C.7.1 The Contractor shall be responsible for all training of its employees who shall be performing under this contract.
- C.7.2 The Contractor shall ensure that all SPOs and Shift Supervisor/Lieutenant performing on this contract have First Aid and Cardiopulmonary Resuscitation (CPR) certification prior to assignment.
- C.7.3 The Contractor shall ensure that all SPOs and Shift Supervisors/Lieutenant performing under this contract shall complete the Basic Training Requirements as specified in Section C.7.5 before entering on duty or performing any work under this contract. The Contractor shall be responsible for all personnel obtaining the 48-hour Basic Training Requirement. All SPOs are required to have and meet this requirement. A new SPO hired by the Contractor, cannot report to duty until this training has been completed.
- C.7.4 The Contractor shall provide training completion rosters to the COTR, for review and approval before the assignment of personnel. The COTR will approve the employees start date.
- C.7.5 Basic Training Requirement Curriculum
- a) Introduction to Protective Services Police
 - b) Conduct on Duty
 - c) Uniform, Equipment and Grooming
 - d) Ethics
 - e) Introduction to DC Government
 - f) Report Writing
 - g) Alarm and Video Monitoring
 - h) Patrol Techniques
 - i) Magnetometer, X-Ray Machines and Screening
 - j) Arrest Procedures
 - k) Search, Seizure and Detention
 - l) Use of Force
 - m) Court Preparation and Appearance
 - n) Observation and Description Techniques
 - o) Evidence Preservation
 - p) Criminal and Civil Law
 - q) Sexual Harassment
 - r) Officer Manuals
 - s) Communication Equipment
 - t) Bomb Threats
 - u) Terrorist/Hostage Situations
 - v) Civil Disobedience
 - w) Conflict Resolution/Public Relations

- x) Customer Service
- y) First Aid/CPR
- z) Active Shooter/all relevant training

C.8 Firearms Training

The Contractor shall abide by the regulations outlined by the D.C. Metropolitan Police Department's Security Officer Management Branch (MPD) for training curriculum and successful completion.

C.9 Additional Training for Special Police Officers and Supervisor/Lieutenant

- a) Site/Post Inspections
- b) Security Surveys
- c) Principles of Communication

C.9.1 Additional Training for Supervisor/Lieutenant

- a) Principles of Documentation in Performance Management
- b) Interview Techniques
- c) Techniques of Management /Supervision

C.10 General Standards

C.10.1 The Contractor shall provide, operate and maintain a security staff to perform all necessary functions directed within post orders, job descriptions and department policies and procedures. These functions shall include, but are not limited to:

1. **Safety** – The Contractors personnel shall perform all necessary services to assure the protection of OLG employees, contractors, vendors, and customers against harm as well as provide security of real and personal property against loss or damage from any preventable cause, including but not limited to, fire, theft, trespass, and sabotage.
2. **Inspection Tours** – The Contractors personnel shall make inspection tours in accordance with patrol routes and schedules established by The Contractors personnel OLG Security as indicated in the Post Orders. Where installed, and in working order, a patrol reporting system shall be used by the Contractors personnel to record their presence at designated stations.
3. **Hazardous Conditions** – Following OLG policies and procedures, the Contractors personnel shall report, any potential hazardous conditions and items in need of repair, including inoperative lights, leaky faucets, toilet stoppages and broken or slippery floor surfaces and shall document action(s) taken to prevent immediate danger.
4. **Unauthorized Access** – The Contractors personnel shall to the best of their ability challenge, redirect or apprehend unauthorized persons trying to gain unauthorized access to the OLG property.

5. **Law and Order** – The Contractors personnel shall be charged with observing and reporting infractions of OLG policies and procedures. OLG policies and procedures will be provided to the contractor.
6. **Reports and Records** – The Contractors personnel shall prepare required reports according the OLG policies and procedures and posted orders. The OLG Security Daily Activity Report shall be used to record activities occurring on Security Officer’s shift.
7. **Mail and Messages** – When so authorized, the Contractors personnel shall receive, safely keep and turn over to appropriate persons official mail, messages and telegrams and shall receive telephone calls in connection with the responsibilities of the assignment.
8. **Lost and Found** – The Contractors personnel shall receive, document and safely store lost and found articles until the articles can be turned over to the COTR.
9. **Injury and Illness** – The Contractors personnel shall obtain professional assistance in accordance with OLG policies and procedures in the event of injury or illness to OLG employees, Contractors, vendors, and visitors while in OLG buildings or on OLG property.
10. **Emergency Assistance** – In the event of an emergency or unusual occurrence adversely affecting the operations of the OLG, the Contractors personnel shall intervene, as appropriate or summon appropriate assistance such as local police and/or fire departments and shall immediately notify the COTR or designated representative.
 - a. The Contractors personnel may be required to assess or formulate probable cause, detain persons, place them into custody using restraints and affect citizen’s arrest(s) for serious crimes of violence and/or damage to property.
 - b. The Contractors personnel shall assist evacuations as directed when fires occur within the facilities covered in this Agreement.
 - c. The Contractors personnel may be required to respond quickly, over distances of over 200 meters, climb stairs, and/or assist medical/police personnel with restraining individuals using soft restraints, either in standing or prone positions.
11. **Civil Disturbance** – The Contractors personnel shall perform special duties as necessary in the event of situations or occurrences such as civil disturbances, unlawful gatherings, acts of public persuasion, or attempts to commit sabotage or criminal acts adversely affecting the security of OLG property and the safety of OLG employees and the general public while lawfully in buildings or on the grounds under control of the OLG. These duties may include crowd control, access control, criminal detention and safety escorts.
12. **Equipment Safety** – The Contractors personnel shall safely operate all assigned equipment in accordance with the operating manuals.

13. **Building Rules and Regulations** – The Contractors personnel shall observe and enforce building rules and regulations governing OLG building and property.
14. **Post Orders** – The Contractors personnel shall perform duties as described in each assigned facility's Post Orders.

C.11 Building Security Log Entries

- C.11.1 The Contractors personnel shall make log entries in the Activity Logbook located at each post. Log entries shall include name, date and time arriving on duty, date and time departing from duty and date and time observing any criminal offense, accident, injury to person, damage to property and complaints. In addition, Contractors personnel shall report any irregular activities or occurrences to the COTR.
- C.11.2 The Contractor shall make the Activity Logbook, Unusual Incident Report to MPD Arrest Report available to the COTR upon request.

C.12 QUARTERLY MEETINGS

All quarterly meetings with the Security Department shall be attended by at least one of the Contractor's key personnel with authority to address issues regarding proper submission of invoices and OLG concerns. The Contractor's shift supervisor shall also attend meetings. A representative from the Contracts Department may attend meetings to address contractual issues. A twenty-four (24) hour notice shall be required to cancel any meeting with the Security Department. The COTR shall notify the Contractor of the date and time of these mandatory meeting. Meetings can be face-to-face or via conference call at the COTR's discretion. The COTR reserves the right to call monthly meetings if he or she feels that it is warranted.

C.13 WORK SCHEDULE HOURS/RESTRICTIONS

The Contractors shall not allow any employee to provide more than twelve (12) hours of service on one (1) or more shift in a twenty-four (24) hour period unless the work periods are separated by an eight (8) hour non-duty period. This limitation may be waived by the COTR in emergency situations, which are beyond the control of the Contract, such as, weather conditions that prevent the next shift from getting to the building, civil disturbances and terrorism.

C.14 Post Orders

Post Orders are written and provided by the Contractor, approved by OLG Security, and are located at each post. Post Orders are written descriptions for each shift that specifies the duties and responsibility to be performed by assigned staff. Post Orders are subject to change. All Contractors personnel are required to familiarize themselves with the duties of any post which they are assigned, and review changes in Post Orders as they occur. The Shift Supervisor/Lieutenant shall be responsible for notifying SPOs of all changes in Post Orders.

C.15 Firearms and Ammunitions

C.15.1 The Contractor shall only issue weapons and ammunition approved by the MPD. On sites where firearms are authorized, the Contractor shall furnish one (1)- semi-automatic firearm to

each of the Contractors personnel while on duty as required in Section B. Personal weapons shall not be used. The Contractor shall provide upkeep and maintenance of the equipment, (cleaning solvents, lubricating oil, rods, brushes and patches, and other normal maintenance tools). Each of the Contractors personnel entering on duty, including the on-site supervisor(s) shall be issued ten (10) rounds of ammunition. Ten (10) rounds shall be used as a firearm load and ten (10) rounds carried in a cartridge case.

C.15.2 The Contractor shall provide an individual weapon for each officer at the site. This includes the three (3) “on call” officers. Ammunition shall be inspected and cleaned daily to ensure its safe and effective use. Each of the Contractors personnel shall be responsible for ensuring firearms are in optimum operating condition. The supervisor must assign weapons by number to each officer and inventory all weapons daily.

C.15.3 Firearms Permits and License – The Contractor shall be responsible for obtaining and maintaining all necessary permits and licenses, and for complying with all applicable Federal, State and Municipal laws. The Contractor shall furnish copies of the licenses and permits described to the COTR upon request.

C.16 Uniforms

C.16.1 The Contractors personnel uniforms will be stipulated by the COTR, and all personnel shall be dressed as follows:

- a) Navy Blue Basic Duty Uniform (BDU);
- b) Blue Polo Style shirt – both short sleeve and long sleeve (SPO’s); and
- c) White Polo Style Shirt – both short sleeve and long (Supervisor) Per the COTR, all of the Contractors personnel will have the discretion to wear short and long for comfort as they see fit months of the year. The Contractor shall provide the OLG with its Uniform Issuing Policy that shall stipulate the number of uniforms issued per employee. The policy shall include the Contractor’s process for replacing old, worn or unserviceable uniforms.

C.17 Bullet Proof Vests

Given the serious nature of the work performed by the Armed Special Police Officers, OLG requires that the contractor provide properly fitted, NEW protective bulletproof vests for all of the Contractors personnel assigned to this contract, including the three (3) SPOs that will be available substitutes. These vests must be equivalent to the vest worn by DC MPD and must be custom fitted properly and professionally.

C.18 Transportation

Transportation shall be provided by OLG Staff or the Contractor for any and all offsite lottery scheduled events.

C.19 Rotating Special Police Officers

At the COTR's request, the Contractor shall provide the OLG with a quarterly rotation of the work force assigned to the contract, except for the contractor's onsite supervisor.

C.20 Substitute Special Police Officers

The OLG requires that a total of three (3) SPOs be available as substitutes to step in and take shifts either temporarily or permanently, as needed. The OLG requires those three (3) SPOs be vetted by the lottery and trained on site prior to being considered available as substitutes. The OLG also requires that all SPOs adhere to the health and fitness training requirements.

C.21 SPECIAL EVENTS

The OLG will conduct approximately 100 mid-day and 15 special events every year that will require armed/unarmed SPO services. Each event will last about four (4) hours; thus, approximately 460 SPO hours may be required for coverage. The OLG will provide the Contractor with not less than three (3) days prior notice of such a requirement when possible. The number of special events is subject to change based upon the program needs of the OLG Marketing and Sales departments.

C.22 CELL PHONE

The Contractor shall provide a dedicated cellphone for officer usage to liaison with OLG employees. This cell phone must be the equivalent of a new model that has been released in the past two (2) years. This cell phone will enable OLG employees to contact the roving officer. The Contractor shall also provide a dedicated cell phone for the site supervisor to meet the same minimum standards as listed for the officer cell phone.

C.23 PARKING PASS

The Contractor shall purchase and provide a monthly parking pass in the W Street parking lot for all OLG contracted Security Personnel. This includes all part time/on call officers.

C.24 FIREARMS SAFES

The Contractor shall provide two (2) new electronic push button combination safes for the firearms. One safe will be located on the 1st floor for the Claim Center, and the other will be in the 5th floor security command center. Both safes must be big enough to hold all weapons. Both safe codes must be changed yearly by the Contractor.

SECTION D

PACKAGING AND MARKING

D.1 PACKAGING

All reports and deliverables that are in “hard copy” and physically transported through the U.S. mail or private courier services are to be securely packaged using the Contractor’s best practices.

D.2 MARKING

- D.2.1 Unless otherwise specified herein, all reports and deliverables delivered under this contract must be plainly marked, stating the Contractor’s name, contract number and addressed to the recipient, including the name of the office or floor, and the recipient’s office telephone number as noted in the contract.
- D.2.2 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.
- D.2.3 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.

SECTION E**INSPECTION, ACCEPTANCE AND WARRANTY OF SERVICES****E.1 INSPECTION**

E.1.1 All supplies and services provided by the Contractor under this contract shall be subject to inspection by the Contracting Officer's Technical Representative ("COTR") identified in Section G.1 (b).

E.1.2 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.

E.1.3 Inspection of Services

- (a) Definition. "Services" as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the District covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the District during contract performance and for as long afterwards as the contract requires.
- (c) The District has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The District will perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the District performs inspections or tests on the premises of the Contractor or subcontractor, the Contractor shall furnish, without additional charge, all reasonable facilities and assistance for the safety and convenient performance of these duties.
- (e) If any of the services do not conform to the contract requirements, the District may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the District may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect value of services performed. 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.

E.2 ACCEPTANCE

Acceptance of all products and services provided under this contract shall be performed by the COTR. Acceptance means approval by the COTR of specific services as partial or complete performance of the contract.

E.3 WARRANTY OF SERVICES

- E.3.1 The time period for this warranty provision is the life of the contract plus all active options and extensions.

E.3.2 Warranty Provision:

- (a) Notwithstanding inspection and acceptance by the District or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 30 days from the date of discovery. This notice shall state either:
 - (1) That the Contractor shall correct or re-perform any defective or nonconforming services; or
 - (2) That the District does not require correction or reperformance.
- (b) If the Contractor is required to correct or reperform, it shall be at no cost to the District, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the District thereby, or make an equitable adjustment in the contract price.
- (c) If the District does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

SECTION F

PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of one year from the Contract Effective Date.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of Four (4) One (1) year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option.

F.2.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.2.3 The price for the option period shall be as specified in the Section B of the contract.

F.3 DELIVERABLES

F.3.1 The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the COTR identified in Section G in accordance with Section C.

F.3.2 The Contractor shall submit to the District, as a deliverable, the report described in Section I.31 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to Section G.6.

SECTION G

CONTRACT ADMINISTRATION

G.1 CONTRACT ADMINISTRATORS

(a) Contracting Officer

- i. The Contracting Officer (or “CO”) for this contract is:

Anthony A. Stover, CPPO
Contracting Officer
1100 4th St. SW Suite E620
Washington, DC 20024
Telephone: (202) 442-7122
Fax: 202-442-6454
E-mail address: Anthony.stover@dc.gov

- ii. The Contracting Officer is the only official authorized to legally bind the District and make changes to the requirements, terms and conditions of this contract. Only the Contracting Officer can increase, decrease, extend or terminate this contract. All other changes are unauthorized.
- iii. The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
- iv. In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

(b) Contracting Officer Technical Representative (COTR)

- i. The COTR for this contract is:

Scott Miller
Investigator
2235 Shannon Place S.E. Washington, DC 20020
(202) 645-9019
Scott.Miller@dc.gov

- ii. The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor’s compliance or noncompliance with the contract. The COTR has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

- a. Keeping the Contracting Officer fully informed of any technical or contractual difficulties encountered during the performance period and advising the Contracting Officer of any potential problem areas under the contract;
 - b. Coordinating site entry for Contractor personnel, if applicable;
 - c. Reviewing invoices for completed work and recommending approval by the Contracting Officer if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
 - d. Reviewing and approving invoices for deliverables to ensure receipt of goods and services.
 - e. Timely processing of invoices and vouchers in accordance with the District's payment provisions; and
 - f. Maintaining a file that includes all contract correspondence, modifications, records of inspections and invoice or vouchers.
- iii. The COTR does NOT have the authority to:
- a. Award, agree to, or sign any contract, delivery order or task order. Only the Contracting Officer shall make contractual agreements, commitments or modifications;
 - b. Grant deviations from or waive any of the terms and conditions of the contract;
 - c. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
 - d. Authorize the expenditure of funds by the Contractor;
 - e. Change the period of performance; or
 - f. Authorize the use of District property, except as specified under the contract.
- iv. The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

G.2 INVOICE PAYMENT

- G.2.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.2.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor. The District reserves the right to conduct post payment reviews or audits.

G.2.3 Unless otherwise specified in this contract, and with presentation of a properly executed invoice:

- a) Payment will be made on completion and acceptance of each item for which the price is stated in the Pricing Schedule in Section B,
- b) Payment will be made on completion and acceptance of each percentage or milestone of work in accordance with the prices stated in the Pricing Schedule in Section B, or
- c) Payment may be made on partial deliveries of goods and services accepted by the District if the Contractor requests it and the amount due on the deliveries warrants it as determined by the District.

G.3 INVOICE SUBMITTAL

G.3.1 The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>

G.3.2 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4.

G.3.3 To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile.

G.4 THE QUICK PAYMENT ACT

G.4.1 Interest Penalties to Contractors

G.4.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code § 2-221.01 *et seq.*, as amended, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of at least 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before the required payment date. The required payment date shall be:

G.4.1.1.1 The date on which payment is due under the terms of this contract;

G.4.1.1.2 Not later than 7 calendar days, excluding legal holidays, after the date of delivery of meat or meat food products;

G.4.1.1.3 Not later than 10 calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or

G.4.1.1.4 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.

G.4.1.2 No interest penalty shall be due to the Contractor if payment for the completed delivery of goods or services is made on or before:

G.4.1.2.1 3rd day after the required payment date for meat or a meat product;

G.4.1.2.2 5th day after the required payment date for an agricultural commodity; or

G.4.1.2.3 15th day after any other required payment date.

G.4.1.3 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.4.2 Payments to Subcontractors

G.4.2.1 The Contractor shall take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under the contract:

G.4.2.1.1 Pay the subcontractor(s) for the proportionate share of the total payment received from the District that is attributable to the subcontractor(s) for work performed under the contract; or

G.4.2.1.2 Notify the CO and the subcontractor(s), in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.4.2.2 The Contractor shall pay subcontractors or suppliers interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of at least 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the:

G.4.2.2.1 3rd day after the required payment date for meat or a meat product;

G.4.2.2.2 5th day after the required payment date for an agricultural commodity; or

G.4.2.2.3 15th day after any other required payment date.

G.4.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.4.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District is a party. The District may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.4.3 Subcontract requirements

- G.4.3.1 The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code § 2-221.02(d).
- G.4.3.2 The Contractor shall include in each subcontract under this contract a provision that obligates the Contractor, at the election of the subcontractor, to participate in negotiation or mediation as an alternative to administrative or judicial resolution of a dispute between them.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

- G. 5.1 The Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.
- G.5.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

“Pursuant to the instrument of assignment dated _____, make payment of this invoice to (name and address of assignee).”

G.6 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

- G.6.1 For contracts subject to the 51% District Residents New Hires Requirement and First Source Employment Agreement, final requests for payment shall be accompanied by the report or a waiver of compliance pursuant to Section I.31.
- G.6.2 No final payment shall be made to the Contractor until the CFO has received the Contracting Officer’s final determination or approval of waiver of the Contractor’s compliance with 51% District Residents New Hires Requirement and First Source Employment Agreement requirements.

SECTION H**SPECIAL CONTRACT REQUIREMENTS****H.1 STAFFING**

The Contractor shall not employ or permit the employment of any unfit or unqualified person or persons not skilled in the tasks assigned to them by the contractor. The Contractor shall at all times employ sufficient labor to carry out functions and services in the manner and time prescribed by the Contract. The Contractor shall be responsible to the District for all acts and omissions of the Contractor's employees, agents and subcontractors and the Contractor shall enforce strict discipline among the Contractor's employees, agents and subcontractors performing the services under the Contract. Any person employed by the Contractor shall, at the written request of the District, and within the District's sole discretion, be removed immediately by the Contractor from work relating to the Contract.

H.2 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior, written consent of the Contracting Officer in consultation with the COTR. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this Contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder, including any work conducted by a subcontractor.

H.3 CERTIFIED BUSINESS ENTERPRISE SUBCONTRACTING REQUIREMENTS

- H.3.1 Beneficiaries of all non-construction contracts for government-assisted projects in excess of \$250,000, unless a waiver has been approved by the Director of the Department of Small and Local Business Development in accordance with D.C. Code §2-218.51, are required to:
- (a) Subcontract at least 35% of the dollar volume to small business enterprises, as defined in D.C. Code §2-218.32; or
 - (b) If there are insufficient qualified small business enterprises to completely fulfill the requirement set forth in H.3.1(a), then the subcontracting requirement may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises, as defined in D.C. Code §§2-218.31-39a; provided, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.
 - (c) For each government-assisted project for which a certified business enterprise is utilized to meet the subcontracting requirements set forth above in H.3.1(a) or H.3.1(b), the certified business enterprise shall perform at least 35% of the contracting effort with its own organization and resources.
 - (d) Beneficiaries certified as a small business enterprise, local business enterprise, or disadvantaged business enterprise shall not have to comply with Sections H.3.1(a) or H.3.1(b).

H.3.2

- (a) For each government-assisted project for which a certified business enterprise is selected as a Beneficiary and is granted points or a price reduction pursuant to D.C. Code §2-218.43 or is selected through a set-aside program, the certified business enterprise shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracted effort shall be with certified business enterprises. A certified business enterprise prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- (b) For each government-assisted project for which a certified joint venture is selected as a Beneficiary and is granted points or a price reduction pursuant to D.C. Code §2-218.43 or is selected through a set-aside program, the certified business enterprise shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracted effort shall be with certified business enterprises. If the certified business enterprise member of the certified joint venture prime contractor performs less than 50% of the contracting effort, the certified joint venture shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- (c) For each government-assisted project of \$1 million or less for which a certified business enterprise is selected as a Beneficiary and is granted points or a price reduction pursuant to D.C. Code §2-218.43 or is selected through a set-aside program, the certified business enterprise shall perform at least 50% of the on-site work with its own workforce.

H.3.3 Bids or proposals responding to a solicitation, including an open market solicitation, shall be deemed nonresponsive and shall be rejected if a subcontracting plan is required by law and the Beneficiary fails to submit a subcontracting plan as part of its bid or proposal. The subcontracting plan required shall be provided before the District accepts the submission of the bid or proposal.

H.3.4 A Beneficiary's subcontracting plan shall specify all of the following:

- (a) The name and address of the subcontractor;
- (b) A current certification number of the small or certified business enterprise;
- (c) The scope of work to be performed by the subcontractor; and
- (d) The price to be paid by the Beneficiary to the subcontractor.

H.3.5 No Beneficiary shall be allowed to amend the subcontracting plan filed as part of its bid or proposal except with the consent of the Director of the Department of Small and Local Business Development. Any reduction in the dollar volume of the subcontracted portion resulting from such amendment of the plan shall inure to the benefit of the District.

H.3.6 No multiyear contracts or extended contracts, which are not in compliance with D.C. Code §2-218.46 or this Section H.3 at the time of the contemplated exercise of the option or extension, shall be renewed or extended, and any such option or extension shall be void.

H.3.7 A Beneficiary shall submit to the Contracting Officer, project manager, and the Director of the Department of Small and Local Business Development (at compliance.enforcement@dc.gov) copies of the executed contracts with the subcontracts identified in the subcontracting plan.

Failure to submit copies of the executed contracts shall render the underlying contract voidable by the District.

- H.3.8 The Beneficiary shall provide written notice to the Department of Small and Local Business Development upon the initiation and completion of a project.
- H.3.9 Within 15 days after the end of each quarter, the Beneficiary shall provide a quarterly report to the Department of Small and Local Business Development (at compliance.enforcement@dc.gov), the Contracting Officer, and the project manager which shall include a list of each subcontractor identified in the subcontracting plan and for each subcontract:
- (a) The price to be paid by the contractor to the subcontractor;
 - (b) A description of the goods procured or the services contracted for;
 - (c) The amount paid by the contractor to the subcontractor under the subcontract; and
 - (d) A copy of the fully executed subcontract, if it was not provided in a prior quarterly report. If not included, the Beneficiary shall not receive credit toward the subcontracting requirements of this section for that subcontract.

The Beneficiary shall go to <https://dslbd.dc.gov> □ Scroll down to SBE Forms under the section ‘Stay in Compliance’ □ Click on that link & select ‘District Agency Compliance’ in order to access the DSLBD forms for beneficiaries to use for reporting requirements. The Beneficiary may further contact DSLBD at (202) 727-3900 for instructions on SBE Forms.

- H.3.10 The Beneficiary shall meet on an annual basis with the Department of Small and Local Business Development, the Contracting Officer, and the project manager to provide an update of the subcontracting plan for utilization of small business enterprises and certified business enterprises. The Department of Small and Local Business development shall provide the Beneficiary with a 30-day written notice of the meeting.
- H.3.11 A Beneficiary and/or certified business enterprise subject to this section, that fails to meet the requirements of this section shall be subject to penalties set forth in D.C. Code §2-218.63.
- H.3.12 Waiver of Subcontracting Requirements
- (a) The Director of the Department of Small and Local Business Development may waive the subcontracting requirements only if there is insufficient market capacity for the goods and services that comprise the project and such lack of capacity leaves the contractor commercially incapable of achieving the subcontracting requirements.
 - (b) Prior to submission of bids or proposals, the Beneficiary may request a waiver of the subcontracting requirements by timely filing a written request with to the point of contact on Page 1 of this solicitation, to the attention of the Contracting Officer detailing the reasons justifying a waiver, including the Beneficiary’s efforts to secure involvement by Certified Business Enterprises. The Contracting Officer will, in turn, use the Beneficiary’s information to submit a waiver request to the Director of the Department of Small and Local Business Development.

- (c) The Contracting Officer will provide written notice of the waiver determination to the Beneficiary prior to the acceptance of bids or proposals and upon a decision of the waiver by the Director of the Department of Small and Local Business Development.
- (d) The Beneficiary should provide the following information in its waiver request to the Contracting Officer to demonstrate the Beneficiary's good faith efforts to secure involvement by a Certified Business Enterprise:
 - i. Whether the Beneficiary advertised in general circulation, trade association, or other media outlets concerning the subcontracting opportunity;
 - ii. Whether the Beneficiary provided written notice to a reasonable number of certified business enterprises that their interest in the subcontracting opportunity was being solicited;
 - iii. Whether the Beneficiary conducted any pre-solicitation or pre-bid conferences to inform certified business enterprises of the subcontracting opportunity;
 - iv. Whether the Beneficiary provided sufficient time to allow certified business enterprises to participate effectively in its efforts to secure involvement by a certified business enterprise;
 - v. Whether the Beneficiary followed up responses of interest by conducting negotiations with certified business enterprises;
 - vi. Whether rejections by the Beneficiary of certified business enterprises as being unqualified were based on sound reasoning and thorough investigation of their capabilities;
 - vii. Whether the Beneficiary made efforts to assist interested certified business enterprises in obtaining bonding, lines of credit, or insurance required by the Beneficiary;
 - viii. Whether the Beneficiary effectively used the services of the Department of Small and Local Business Development, (202) 727-3900 and <http://dslbd.dc.gov>, in recruiting qualified certified business enterprises; and
 - ix. Whether bids submitted by certified business enterprises were excessive or noncompetitive based upon a review of prevailing market conditions.
- (e) While the information described in (d) above will assist the Director of the Department of Small and Local Business Development in reviewing the waiver request, it does not guarantee that a waiver will, in fact, be approved. Additional factors may be considered and additional information may be requested from the Beneficiary to support the waiver request.

H.3.13 In addition to the information provided by the Beneficiary, the Contracting Officer will include the following information in its written request for a waiver:

- (a) The number of certified business enterprises, if any, qualified to perform the elements of the work that comprise the project;
- (b) A summary of the market research or outreach conducted to analyze the relevant market; and
- (c) The consideration given to alternate methods for acquiring the work to be subcontracted in order to make the work more amenable to being performed by certified business enterprises.

H.3.14 For purposes of this Section H.3, the term:

- (a) "Beneficiary" means a business enterprise that is the prime contractor or developer on a government-assisted project.

(b) "Government-assisted project" means:

- i. A contract executed by an agency on behalf of the District or pursuant to statutory authority that involves District funds or, to the extent not prohibited by federal law, funds that the District administers in accordance with a federal grant or otherwise;
- ii. A project funded in whole or in part by District funds;
- iii. A project that receives a loan or grant from a District agency;
- iv. A project that receives bonds or notes or the proceeds thereof issued by a District agency, including tax increment financing or payment in lieu of tax bonds and notes, or industrial revenue bonds;
- v. A project that receives District tax exemptions or abatements that are specific to the project and not to the nature of the entity undertaking the project, such as a religious institution or nonprofit corporation; or
- vi. A development project conducted pursuant to a disposition under section 1 of An Act Authorizing the sale of certain real estate in the District of Columbia no longer required for public purposes, approved August 5, 1939 (53 Stat. 1211; D.C. Official Code § 10-801).

H.3.15 Notwithstanding the requirements set forth in this Section H.3, a Beneficiary, and any other certified business enterprise subject to this section, shall fully comply with the requirements set forth in D.C. Code §§ 2-218.46, 2-218.51. If there is a conflict between the requirements set forth in this Section H.3 and D.C. Code §§ 2-218.46, 2-218.51, the requirements set forth in D.C. Code §§ 2-218.46, 2-218.51 shall govern.

H.4 WARRANTIES

- H.4.1 The Contractor warrants and agrees that it is lawfully organized and constituted under all federal, state and local laws, ordinances and other authorities of its domicile and is otherwise in full compliance with all legal requirements of its domicile.
- H.4.2 The Contractor warrants and agrees that it is of legal authority and capacity to enter into and perform under the Contract, and that it has the financial ability to perform its obligations under such Contract.
- H.4.3 The Contractor warrants and agrees that it has been duly authorized to operate and do business in all places where it will be required to do business under the Contract that it has obtained or will obtain all necessary licenses and permits required in connection with such Contract; and that it will fully comply with all laws, decrees, labor standards and regulations of its domicile and wherever performance occurs during the term of such Contract.
- H.4.4 The Contractor warrants and agrees that it has no present interest and shall not acquire any interest which would conflict in any manner with its duties and obligations under the Contract.

- H.4.5 The Contractor warrants and agrees that all systems analysis, systems design and programming pursuant to the Contract or for use in its performance there under has been and shall be prepared or done in a high quality, professional and competent manner using only qualified personnel.
- H.4.6 The Contractor further represents and warrants that all programs implemented in its performance under the contract shall meet the performance standards required there under and shall correctly and accurately perform their intended functions on the equipment supplied by the District or Contractor.
- H.4.7 The Contractor warrants and agrees that all services provided by it under the Contract shall be performed in a prompt, high quality, professional and competent manner using only qualified personnel.
- H.4.8 The Contractor warrants and agrees that it will not take any action inconsistent with any of the terms, conditions, agreements, or covenants set forth in this Contract without the express written consent of the District.
- H.4.9 The Contractor warrants and agrees that it shall keep all equipment in good condition and repair, and shall not permit anything to be done that may materially impair the value thereof. The Contractor shall use such equipment only in the ordinary course of its performance under the Contract and shall not permit such equipment to be used in violation of any applicable law, regulation or policy of insurance. The Contractor agrees to develop a maintenance and replacement schedule subject to approval by the District and agrees to comply with that schedule.
- H.4.10 The Contractor warrants and agrees that it shall not sell, assign, lease, transfer, pledge, hypothecate, or otherwise dispose of any component of any goods, system proposed in the Contract or any interest therein, or permit any of it to become a fixture or accession to other goods or property without the prior written consent of the District.

H.5 DISCLOSURE OF LITIGATION

The Contractor shall provide complete disclosure of any material civil or criminal litigation or indictment either threatened or pending involving the Contractor. The Contractor shall also disclose any material litigation threatened or pending for subcontractors, consultants, and/or lobbyists. For purposes of this section, material refers to any action or pending action that a reasonable person knowledgeable in the industry would consider relevant or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the industry and its operations. This is a continuing disclosure requirement; any litigation commencing after submission of a response to a solicitation or execution of a contract shall be disclosed in a written statement within fifteen (15) days of its occurrence. The Contractor shall be required to file with the District comprehensive monthly reports regarding all threatened or pending litigation involving the Contractor's District of

Columbia operations and all threatened or pending litigation that may be considered material to the overall operations of the Contractor.

H.6 CONTINUITY OF SERVICES

The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District Government or another Contractor, at the District's option, may continue to provide these services. If another Contractor is awarded a future contract for performance of the required services, the original Contractor shall cooperate fully with the District and the new Contractor in any transition activities that the Contracting Officer deems necessary during the term of the contract. To that end, the Contractor agrees to exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.

H.7 BACKGROUND INVESTIGATIONS AND OTHER INTEGRITY REQUIREMENTS

- H.7.1 The District may initiate investigations into the backgrounds of any of the Contractor's officers, principals, investors, owners, employees, vendors, subcontractors, or subcontractors' officers, principals, owners, employees or vendors, or any other associates of the Contractor(s) it deems appropriate. Such background investigations may include the completion of certain documents, and fingerprint identification by appropriate law enforcement agencies.
- H.7.2 The Contractor agrees that, during the term of the Contract and any renewal thereof, it shall be obligated to provide such information about its officers, directors, employees and owners, as well as all information about its subcontractors' officers, directors, employees and owners, as the District may prescribe. The Contractor also agrees that the District may conduct background investigations of such persons.
- H.7.3 The District may also require that contractors (1) fully cooperate with official inquiries by responding to questions truthfully and under oath when required, whether orally or in writing, (2) provide documents and other information of official interest, and (3) attend integrity training.

H.8 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the CO at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the CO for any proposed substitution of key personnel.

H.9 ADVISORY AND ASSISTANCE SERVICES

This contract is a "non-personal services contract". The Contractor and the Contractor's employees: (1) shall perform the services specified herein as independent contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant

to the government's right and obligation to inspect, accept or reject work, comply with such general direction of the CO, or the duly authorized representative of the CO as is necessary to ensure accomplishment of the contract objectives.

SECTION I**CONTRACT CLAUSES****I.1 LAWS AND REGULATIONS INCORPORATED BY REFERENCE**

To the extent applicable, the provisions of the following acts, together with the provisions of applicable regulations made pursuant to said acts are hereby incorporated by reference into this contract; together with the laws and regulations of the District of Columbia:

- A. Contract Work Standards Act of August 13, 1962, also known as the Contract Work Hours and Safety Standards Act of 1962, 76 Stat. 357-360.
- B. Buy American Act, Act of March 3, 1983, c.212, Title III, 47 Stat. 1520, as amended.
- C. Walsh-Healy Public Contracts Act, Act of June 30, 1936, c.881, 49 Stat. 2036, as amended. (Applies only when contract is \$10,000 or more).
- D. Mayor's Order 85-85, dated June 10, 1985, as amended, entitled: "Compliance with Equal Opportunity Obligations in Contracts."
- E. Public Law 93-112, Rehabilitation Act of 1973, Section 504, as amended.
- F. Mayor's Order 83-265, dated November 9, 1983 entitled: Employment Agreement Goals and Objectives for all District of Columbia Projects."
- G. D.C. Law 5-93, dated May 9, 1984, the First Source Employment Agreement Act of 1984.
- H. Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01 et seq. (PPWF Act)
- I. Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 et seq.
- J. Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152)
- K. Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 et seq.), as amended, ("Living Wage Act of 2006") which applies to all contracts for services in the amount \$100,000 or more in a 12-month period. The current living wage rate, the Living Wage Act Fact Sheet which includes exemption information, and the Living Wage Act Poster may be found at <https://does.dc.gov/service/office-wage-hour-compliance-0> or contact the Department of Employment Services at (202) 724-7000.

I.2 WAIVER

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

I.3 INDEMNIFICATION

I.3.1 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.

I.3.2 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.

I.4 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.

I.5 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 – 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.”

I.6 OFFICIALS NOT TO BENEFIT

- I.6.1 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. (Procurement Practices Reform Act of 2010, D.C. Law 18-0371, D.C. Official Code, section 2-359.10, and Chapter 18 of the DC Personnel Regulations)
- I.6.2 The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

I.7 DISPUTES

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

- (a) **Claims by a Contractor against the District:** Claim, as used in paragraph (a) 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.
- (1) 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:
- (i) A description of the claim and the amount in dispute;
 - (ii) Data or other information in support of the claim;
 - (iii) A brief description of the Contractor’s efforts to resolve the dispute prior to filing the claim; and
 - (iv) The Contractor’s request for relief or other action by the Contracting Officer.

- (2) The Contracting Officer may meet with the Contractor in a further attempt to resolve the claim by agreement.
 - (3) The Contracting Officer shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO 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.
 - (4) The Contracting Officer's written decision shall do the following:
 - (i) Provide a description of the claim or dispute;
 - (ii) Refer to the pertinent contract terms;
 - (iii) State the factual areas of agreement and disagreement;
 - (iv) 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;
 - (v) 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;
 - (vi) Indicate that the written document is the contracting officer's final decision; and
 - (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
 - (5) Failure by the Contracting Officer to issue a decision on a contract claim within 120 days of receipt of the claim 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 § 2-360.04.
 - (6) 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. Liability this paragraph (a)(6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
 - (7) 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.
- (b) **Claims by the District against a Contractor:** Claim as used in paragraph (b) 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.

- (1) The Contracting Officer shall decide all claims by the District against a Contractor arising under or relating to a contract.
 - (2) The Contracting Officer shall send written notice of the claim to the Contractor. The Contracting Officer's written decision shall do the following:
 - (i) Provide a description of the claim or dispute;
 - (ii) Refer to the pertinent contract terms;
 - (iii) State the factual areas of agreement and disagreement;
 - (iv) 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;
 - (v) 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;
 - (vi) Indicate that the written document is the Contracting Officer's final decision; and
 - (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
 - (3) The Contracting Officer shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.
 - (4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.
 - (5) The authority contained in this paragraph (b) 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.
 - (6) This paragraph shall not authorize the Contracting Officer to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) Decisions 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 §2-360.04.
 - (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.

I.8 CHANGES

- (a) The CO 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 the contract, or in the time required for

performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, 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 **Section I.7**

Disputes.

- (b) The District shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the contract or subcontract, including work under a District-issued change order, when the additional work increases the contract price beyond the not-to-exceed price or negotiated maximum price of the contract, unless the CO:
 - (1) Agrees with the Contractor, and if applicable the subcontractor, on a price for the additional work;
 - (2) Obtains a certification of funding to pay for the additional work;
 - (3) Makes a written, binding commitment with the Contractor to pay for the additional work within thirty (30) days after the Contractor submits a proper invoice; and
 - (4) Provides the Contractor with written notice of the funding certification.
- (c) The Contractor shall include in its subcontracts a clause that requires the Contractor to:
 - (1) Within five (5) business days of its receipt of notice of the approved additional funding, provide the subcontractor with notice of the amount to be paid to the subcontractor for the additional work to be performed by the subcontractor;
 - (2) Pay the subcontractor any undisputed amount to which the subcontractor is entitled for the additional work within ten (10) days of receipt of payment from the District; and
 - (3) Notify the subcontractor and CO in writing of the reason(s) the Contractor withholds any payment from a subcontractor for the additional work.
- (d) Neither the District, Contractor, nor any subcontractor may declare another party to be in default, or assess, claim, or pursue damages for delays until the parties agree on a price for the additional work.

I.9 TERMINATION FOR DEFAULT

- A. The District may, subject to the provisions of paragraph C., below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances: (i) If the Contractor fails to make delivery of the supplies or to perform the services within the time specified within the project work plan or any extension thereof; or (ii) 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 part as provided in paragraph A. above, 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 provisions of this clause. The Contractor shall work with any subsequent contractor to ensure a smooth transfer of information for a period of sixty (60) days.
- 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 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 the 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., above, 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, (ii) such partially completed supplies and materials, information, and contract rights (herein after called "manufacturing materials") as the Contractor has specifically produced or specifically produced or specifically acquired for the performance being terminated; and the Contractor, shall, upon direction of the Contracting Officer, protect and preserve property in possession of the Contractor in which the District has an interest. Payment for completed supplies delivered to and accepted by the District shall be at the contract price. Payment for manufacturing materials delivered to and agreed upon by the Contractor and Contracting Officer; failure to agree to such amount shall be a dispute concerning a question of fact. The District may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sums as the Contracting Office 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 provision 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 a termination for convenience be the same as if the notice of termination had been issued pursuant to such clause. Section I.10 "Termination for Convenience."

- F. The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any rights and remedies provided by law or under this contract.
- G. As used in paragraph C., above, the terms “subcontractor” and “subcontractors” means subcontractor(s) at any tier.

I.10 TERMINATION FOR CONVENIENCE

- (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.

I.11 TERMINATION OF CONTRACTS FOR CERTAIN CRIMES AND VIOLATIONS

- A. The District may terminate without liability any contract and may deduct from the contract price or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid in violation of this title if:
- (1) the Contractor has been convicted of a crime arising out of or in connection with the procurement of any work to be done or any payment made under this contract.
- (2) There has been any breach or violation of:
- (A) Any provision of the District of Columbia Procurement Practices Reform Act of 2010, (D.C. Law 18-371; D.C. Official Code §§ 2-351.01, et seq., or

(B) The contract provision against contingent fees.

- B. If a contract is terminated pursuant to this section, the Contractor: (i) May be paid only the actual costs of the work performed to the date of termination, plus termination costs, if any; and (ii) shall refund all profits or fixed fees realized under the contract.
- C. The rights and remedies contained in this Clause are in addition to any other rights or remedies provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.

I.12 EXAMINATION OF THE BOOKS

- I.12.1 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.
- I.12.2 The Contracting Officer, the DC Inspector General, OCFO, and the District of Columbia Auditor, and/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.

I.13 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 the terms of any subcontractor agreement each subcontractor to permit access of such subcontractor's 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 Contractor as a result of such direction by the Contracting Officer, the Contractor may request the District to enter into such litigation to protect the interest of the District.

I.14 SERVICE CONTRACT ACT OF 1965

Definitions:

“Act”, as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351- 358). “Contractor” as used in this clause, means the prime Contractor or any subcontractor at any tier. “Service employee” as used in this clause, means any person (other than a person employed in a bona fide executive, administrative, or professional capacity as defined in 29 CFR 541) engaged in performing a Government contract nor 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.

- A. **Applicability.** To the extent that the Act applies, this contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29CFR 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, 29 CFR 4.
- B. **Compensation:** (i) The Contractor shall pay not less than the minimum wage and shall furnish fringe benefits to each service employee under this contract in accordance with wages and benefits determined by the Secretary of Labor or the Secretary's authorized representative, as specified in any attachments to this contract; (ii) If there is an attachment, the Contractor shall classify any class of service employees not listed in it, but to be employed under this contract. The classification shall provide a reasonable relationship to those listed in the attachment. The Contractor shall pay that class wages and fringe benefits determined by agreement of the interested parties: The contracting

agency, the Contractor, and the employees who will perform the contract or their representatives. If the interested parties do not agree, the Contracting Officer shall submit the question, with a recommendation for final determination to the Office of Government Contract Wage Standards, Wage and Hour Division Employment Standards Administration (ESA), and the Department of Labor. Failure to pay such employees the compensation agreed upon by the interested parties or finally determined by ESA is a contract violation. (iii) If the term of this contract is more than one (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 two (2) years under wage determinations issued by ESA.

- C. **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 obligations to pay a higher wage to any employee.
- D. **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 - (i) Determines that the agreement under the predecessor was not the result of arms-length negotiations, or (ii) 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.
- E. **Notification to Employees.** The Contractor shall notify each service employee commencing work on this contract of the 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 work site, using such poster as may be provided by the Department of Labor.
- F. **Safe and sanitary working conditions.** The Contractor shall not permit services called for by this contract to be performed in building 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.
- G. **Records.** The Contractor shall maintain for three (3) years from the completion of the work, and make available for inspection and transcription by authorized ESA representatives, a record of the following:
- (i) 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;
 - (c) Rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;
 - (d) Daily and weekly hours worked; and
 - (e) Any deductions, rebates, or refunds from total daily and weekly compensation.
- (ii) 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 (B)(iii) of this clause. A copy of the report required by paragraph (D) of this clause will fulfill this requirement.
- H. **Withholding of Payments and Termination of Contract:** The Contracting Officer shall withhold from the prime contractor under this or any other government contract with the prime contractor any sums the Contracting Officer, or an appropriate officer of the Labor Department, decides may be necessary to pay underpaid employees. Additionally, any failure to comply with the requirements of this clause may be grounds for termination for default.
- I. **Contractor's Report:** (i) 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. (ii) If wages to be paid or fringe benefits to be furnished any service employee(s) under the contract are covered in collective bargaining agreement effective at any time when the contract is being performed, the prime Contractor shall provide to the Contracting Officer a copy of the agreement and full information on the application and accrual of wages and benefits (including any prospective increases) to service employees working on the contract. The prime Contractor shall report when contract performance begins, in the case of agreements then in effect, and shall report subsequently effective agreements, provisions, or amendments promptly after they are negotiated.
- J. **Variations, tolerances, and exemptions involving employment:** Notwithstanding any of the provisions in this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions authorized by the Secretary of Labor: (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, and student learners, disabled persons, or disabled clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of minimum wages, but without changing requirements concerning fringe benefits for 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; and (iv) an employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips credited by the employer against the minimum wage required by section 2(a)(1) of the Act 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.

I.15 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.

I.16 NON-DISCLOSURE AGREEMENT

- A. The Contractor shall maintain as confidential, and shall not disclose to third parties without the District's prior written consent, any District information including, but not limited to, the District's business activities, practices, systems, conditions, products, services, public information and education plans and related materials, and game and marketing plans.
- B. The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.
- C. No information regarding the Contractor's performance of the contract shall be disclosed by the Contractor to anyone other than District Government officials unless written approval is obtained in advance from the Contracting Officer.
- D. The District shall ensure that its personnel do not disclose to any non-District person or organization information concerning the process the Contractor uses to provide services under the awarded contract.

I.17 GOVERNMENT PROPERTY

Contractor use of Government property shall be governed by Chapter 41 of Title 27 of the D.C. Municipal Regulations.

I.18 RIGHTS IN DATA**A. Definitions**

1. “Products” - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.
2. “Existing Products” - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.
3. “Custom Products” - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.
4. “District” – The District of Columbia and its agencies.

B. Title to Project Deliverables

The Contractor acknowledges that it is commissioned by the District to perform services detailed in the contract. The District shall have ownership and rights for the duration set forth in the contract to use, copy, modify, distribute, or adapt Products as follows:

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall: (1) remain with Contractor or third party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the District is granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the District as part of Contractor’s proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the District’s satisfaction) and distribute Existing Product to District users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose(s) of the project or work plan or contract; and (2) be licensed in the name of the District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.

2. Custom Products: Effective upon Product creation, Contractor hereby conveys, assigns, and transfers to the District the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all patent, trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor.

C. Transfers or Assignments of Existing or Custom Products by the District

The District may transfer or assign Existing or Custom Products and the licenses thereunder to another District agency. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a project or work plan in the course of Contractor's business.

D. Subcontractor Rights

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

E. Source Code Escrow

1. For all computer software furnished to the District with the rights specified in section B.2, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in section B.1 of this clause, the District, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/ developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.

3. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above, and certify such updating of escrow to the District in writing.

F. Indemnification and Limitation of Liability

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

I.19 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 use in the performance of this contract, including their use by the District, unless otherwise specifically stipulated in this contract.

I.20 RESERVED

I.21 APPROPRIATION OF FUNDS

The District's liability under this contract is contingent upon the future availability of appropriated monies with which to make payment for the contract purposes. The legal liability on the part of the District for payment of any money shall not arise unless and until such monies shall have been provided. The District's obligation to pay under this contract is subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351; (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01 – 355.08 (2001); (iii) D.C. Official Code § 47-105 (2001); and (iv) D.C. Official Code § 1-204.46 (2001), as the foregoing statutes may be amended from time to time. Any expenditures under

the contract in excess of the encumbered budget authority are subject to appropriation or additional budget authority.

I.22 MULTIYEAR 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 this contract. Unless otherwise provided for in this contract, the effect of termination is to discharge both the District and the Contractor from future performance of the Contract, but not from their existing obligations. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred, but not amortized in the price of the supplies or services delivered under the

Contract.

I.23 RESERVED

I.24 CONTRACTS IN EXCESS OF \$1 MILLION DOLLARS

Any contract in excess of one million dollars (\$1,000,000) within a 12-month period shall not be binding or give rise to any claim or demand against the District unless first approved by the Council of the District of Columbia and signed by the Contracting Officer.

I.25 CONTRACTS THAT CROSS FISCAL YEARS

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

I.26 RESERVED

I.27 AMERICANS WITH DISABILITIES ACT OF 1990 (“ADA”)

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. § 12101 et seq.

I.28 FREEDOM OF INFORMATION ACT (“FOIA”)

The District of Columbia’s Freedom of Information Act, at D.C. Official Code § 2-532 (a)(3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.1 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

I.29 RESERVED

I.30 INSURANCE

- A. GENERAL REQUIREMENTS. The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to

commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation, professional liability and crime) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. The Contractor and its subcontractors' liability policies (except for workers' compensation, professional liability, and crime) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit

endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
4. Employer's Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit. All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.
5. Crime Insurance (3rd Party Indemnity) - The Contractor shall provide a Crime policy including 3rd party fidelity to cover the dishonest acts of Contractor's, its employees and/or volunteers which result in a loss to the District. The policy shall provide a limit of \$100,000 per occurrence.
6. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$10,000,000 per occurrence or claim, \$10,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages. Shared limits with the Professional Liability coverage will be acceptable.
7. Employment Practices Liability - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts, whether between employees of contractor or against third parties. Employment Practices Liability coverage must specifically state Third Party Liability coverage is included. Contractor will indemnify and defend the District of Columbia should it be named co-defendant or be subject to or party of any claim. Coverage shall also extend to Temporary Help Firms and Independent

Contractors hired by Contractor. The policy shall provide limits of not less than \$1,000,000 for each wrongful act and \$2,000,000 annual aggregate for each wrongful act.

8. Installation Floater Insurance - For projects involving District property being installed, fabricated or erected by a contractor, the contractor shall provide an installation floater policy with a limit equal to the full contract value. The policy shall cover property while located at the project site, at temporary locations, or in transit; deductibles will be the sole responsibility of the contractor.
9. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$10,000,000 per claim or per occurrence for each wrongful act and \$10,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Shared limits with the Cyber Liability coverage will be acceptable.
10. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$10,000,000 per occurrence and \$10,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE.

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

- C. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.
- D. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- E. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any

loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

- F. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.
- H. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia
And mailed to the attention of:
(Name of Contracting Officer/Agency)
(Address)
(Phone Number)
(E-mail Address)

The CO may request and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or other evidence of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

- I. DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.
- J. CARRIER RATINGS. All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the in the District.

I.31 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

- I.31.1** For contracts for services in the amount of \$300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 et seq. (First Source Act).
- I.31.2** The Contractor shall enter into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that:
- (a) The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register; and
 - (b) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.
- I.31.3** The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.
- I.31.4** The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.
- I.31.5** The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.
- I.31.6** The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.
- I.31.7** If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.
- I.31.8** Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.
- I.31.9** The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in Section I.7.
- I.31.10** The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.
- I.31.11** The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

I.32 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.

I.33 HEALTH AND SAFETY STANDARDS

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

I.34 FORCE MAJEURE

Neither the Contractor nor the District shall be deemed in default or otherwise liable hereunder due to either party’s inability to perform by reason of any fire, earthquake, flood, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, or any municipal, county, state or national ordinance or law, or any executive, administrative or judicial orders (which judicial orders are not the result of any act or omission to act which would constitute a default hereunder), or any failure or delay of any transportation, power or other essential thing required, or similar causes beyond the parties control.

I.35 GOVERNING LAW

This contract shall be governed by, and construed in accordance with, the laws of the District of Columbia, including, but not limited to, the District of Columbia Procurement Practices Reform Act of 2010, (D.C. Law 18-371; D.C. Official Code §§ 2-351.01, et seq. and D.C. MUN. REGS. tit. 27.

I.36 ORDER OF PRECEDENCE

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (1) Contract
- (2) Contract Attachments
- (3) Contractor Proposal dated, July 30, 2020

SECTION J

ATTACHMENTS

The following Attachments are hereby incorporated:

- J.1 Doing Business with Integrity
- J.2 Bidder/Offeror Certifications
- J.3 Collective Barraging Agreement

SECTION K

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED OFFICERS

The Contractor shall list the names of persons authorized to negotiate on the Contractor’s behalf in connection with this solicitation (list names, titles, and telephone numbers of the authorized negotiators):

Johnetta Holland
President
(202) 393-100 Office Phone

K.2 PENDING LEGAL CLAIMS AGAINST THE DISTRICT

The Offeror must disclose any pending legal claims against the District. Pending legal claims includes, but is not limited to, Federal and District court litigation, administrative actions such as contract appeals or protests, claims for money damages from the District, and any other type of action (court or administrative) against the District. Offerors with pending legal claims against the District are not automatically precluded from contract award. If Offerors does not have any pending legal claims against the District, please indicate this below.

N/A

The Contractor hereby certifies that the information provided above is true, correct and complete.

Johnetta Holland July 27, 2020 President
Signature Date Title

K.3 TERMS AND CONDITIONS CERTIFICATION

The Contractor hereby certifies that it has read, understands, acknowledges and agrees to comply with the terms and conditions as set forth in this solicitation/contract/resultant contract, *without exception*.

Johnetta Holland July 27, 2020 President
Signature Date Title



**GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF THE CHIEF FINANCIAL OFFICER**

DOING BUSINESS WITH INTEGRITY

Introduction

You are receiving this because you are a contractor or a vendor who does repeated business with the Office of the Chief Financial Officer (OCFO), Government of the District of Columbia, or you are an organization or individual outside the OCFO with whom we frequently interact.

Our purpose is to advise you of the high expectation of integrity that we strive to bring to bear in all of our business relationships.

Environment of Trust

The Office of the Chief Financial Officer is committed to maintaining working relationships that are founded on fair and honest exchanges in all of our business interactions. Our employees are held to high standards of ethical behavior in the conduct of their official business.

We want to share these expectations of ethical business practices with you to ensure that our business relationships are conducted with the highest level of honesty and integrity.

OCFO Code of Conduct for Employees

The OCFO Code of Conduct imparts three fundamental values for employees:

- Employees should conduct themselves in such a manner as to maintain and enhance the integrity and professional reputation of the OCFO organization
- Employees should not use their position to secure unwarranted privileges, awards, or exemptions for themselves or others
- Employees should avoid real or perceived conflicts of interest between the employee's private interest and the employee's official duties.

For your reference, the OCFO Code of Conduct can be accessed electronically at www.cfo.dc.gov. Go to Information, click on Integrity and Oversight, then click on Integrity Documents to reach the Code of Conduct.

Confidentiality of Financial and Other Information

We expect our employees to maintain absolute confidentiality concerning all information that they obtain, observe, or create relating to the financial affairs of those we do business with. We vigorously investigate any compromise of confidentiality by employees or any attempts to improperly obtain such information by private parties or businesses.

Bribery and Conflict of Interest

In addition to our standards of conduct, there are certain criminal statutes in the federal criminal code relating to bribery and conflict of interest that apply not only to employees of the federal government, but also to employees of the District of Columbia.

- The offer of anything of value in expectation of specific performance by a government employee is a crime, and even the appearance of such activity should be avoided.
- Employees may not accept anything of value (other than their government salaries) for the performance of their duties. This is outlined below under Gratuities and Other Gift Rules.
- Our employees are required to report all offers of bribes and gratuities to us, and we ensure that these matters are investigated and addressed. Likewise, we encourage anyone who believes they may have been solicited for a bribe or gratuity by an OCFO employee to report the matter immediately, as indicated at the end of this document.
- We also expect our employees to avoid conflicts of interest or the appearance of conflicts of interest. A particularly sensitive issue for government employees is the offer of employment with a company doing business with the OCFO. At any point when a government employee is considering employment with a private company that has a business relationship with the government, that employee must discontinue work on any assignment involving that company or face the very real possibility of violating conflict of interest statutes. This could also jeopardize the company's eligibility to be awarded government contracts.
- Employees are also expressly forbidden from performing official duties in situations involving friends, relatives or persons or businesses with whom they, or their family members, have a financial relationship. At any point where such a relationship is discovered or develops, the employee must discontinue their involvement in the official matter. For the employee and the business entity to continue to conduct official business after such a conflict is evident, would be inappropriate and possibly illegal.

Gratuities

It is always gratifying to hear that our staff has provided exemplary service to those with whom we do business. Sometimes, however, the expression of appreciation is made in a form that is inappropriate for government employees to accept.

OCFO employees are prohibited by law from accepting money or other things of value as an appreciation for a job well done. Sometimes even the mere offer of something of value may violate bribery and gratuity statutes. A more appropriate expression of gratitude for the service rendered is a letter to the employee's supervisor. If you don't know who that is, you may simply send your letter to the Office of the Chief Financial Officer, and it will be routed to the proper official.

Other Gift Rules

Gifts of food and/or beverages, even during holiday seasons and other celebratory occasions, are not acceptable if the giver has a business relationship of any kind with the D.C. Government. Such offers, while well-intentioned, tend to give the impression of a special relationship between the giver and the government employee.

This rule does not apply to the offer and acceptance of an insignificant item, such as a soft drink, coffee, donuts and other modest items of food and refreshments when not offered as part of a meal. Additional information on gift rules and exceptions is contained in OCFO Code of Conduct, which can be accessed electronically at www.cfo.dc.gov. Go to Information, click on Integrity and Oversight, then click on Integrity Documents to reach the Code of Conduct.

Compliance with Contracting Rules and Regulations

Ensuring compliance with the provisions of contracts is an important expectation of government employees. Even so, we have seen examples where the rules were not followed, usually based on the "need to get the job done." Such behavior puts both the government employee and the contractor in jeopardy.

If modifications to existing contracts are necessary, they should be formally pursued in accordance with OCFO contracting rules and regulations. No work outside the specifications of a contract should be performed without an approved contract modification. Performing work outside of contract specifications or beyond authorized funding, could result in a default for the contractor and denial of payment for such work. In the more extreme cases, failure to comply with contracting regulations could be considered fraud and may be investigated as a criminal violation.

Reporting Misconduct, Fraud, Waste and Abuse

The OCFO has a zero tolerance policy for fraud and misconduct involving its employees and programs. Similarly, we do not tolerate attempts to corrupt our employees.

The Office of Integrity and Oversight is an independent entity of the OCFO with responsibility for protecting the integrity of the OCFO and preventing fraud and other misconduct in OCFO programs. OIO conducts investigations of alleged employee misconduct and works closely with federal and District law enforcement agencies in investigating criminal offenses affecting the integrity of the OCFO.

We all want the government's business to be conducted fairly, impartially, and with the highest degree of integrity. The best way to ensure this is to report any indication that illegal acts or administrative misconduct may have occurred. Here is how you can report such matters, by telephone, in person, mail, or electronically:

OCFO Office of Integrity and Oversight

1100 4th Street, S.W.; Suite 750-E
Washington, DC 20024
(202) 442-6433

In addition to receiving your report, investigators are available to discuss any questions or concerns you may have about the matter. Reporting can also be done electronically at the OCFO website: www.cfo.dc.gov. Under Information, click on the Integrity and Oversight link, and then click on Reporting Incidents and Concerns.

OCFO Confidential Hotline

In order to address any concern about reporting anonymously, the OCFO has contracted with an independent, third-party organization that provides a confidential hotline service. This hotline is available for reporting allegations of OCFO employee misconduct, and fraud, waste and abuse involving OCFO programs.

Reports can be made by telephone to this toll-free hotline, which is staffed 24 hours a day, at 1-877-252-8805, or it can be accessed at www.ocfo.ethicspoint.com.

District of Columbia Office of the Inspector General

Reports of fraud, waste and abuse may be reported to the Office of the Inspector General by telephone at 1-800-521-1639, or electronically at www.oig.dc.gov.

BIDDER/OFFEROR CERTIFICATION FORM

COMPLETION

The person(s) completing this form must be knowledgeable about the bidder's/offeror's business and operations.

RESPONSES

Every question must be answered. Each response must provide all relevant information that can be obtained within the limits of the law. Individuals and sole proprietors may use a Social Security number but are encouraged to obtain and use a Federal Employer Identification Number (EIN). Provide any explanation at the end of the section or attach additional sheets with numbered responses. Include the bidder's/offeror's name at the top of each attached page.

GENERAL INSTRUCTIONS

This form contains four (4) sections. Section I concerns the bidder's/offeror's responsibility; Section II includes additional required certifications; Section III relates to the Buy American Act (if applicable); and Section IV requires the bidder's/offeror's signature.

SECTION I. BIDDER/OFFEROR RESPONSIBILITY CERTIFICATION

Instructions for Section I: Section I contains eight (8) parts. Part 1 requests information concerning the bidder's/offeror's business entity. Part 2 inquires about current or former owners, partners, directors, officers or principals. Part 3 relates to the responsibility of the bidder's/offeror's business. Part 4 concerns the bidder's/offeror's business certificates and licenses. Part 5 inquires about legal proceedings. Part 6 relates to the bidder's/offeror's financial and organizational status. Part 7 requires the bidder/offeror to agree to update the information provided. Part 8 relates to disclosures under the District of Columbia Freedom of Information Act (FOIA).

PART 1: BIDDER/OFFEROR INFORMATION

CSI CORPORATION OF DC	27-1665024	Solicitation/Contract #:CFOPD-20-R-041
633 Pennsylvania Avenue., NW, Washington, DC 20004	202-393-1100	Fax #:
Additional Legal Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity and EIN used in the last five (5) years and the status (active or inactive).	csicorpdc.com	

Additional Legal Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity and EIN used in the last five (5) years and the status (active or inactive).

Type:	Name:	EIN:	Status:
Not applicable			

1.1 Business Type (Please check the appropriate box and provide additional information if necessary.):

<input checked="" type="checkbox"/> Corporation (including PC)	Jun-09
<input type="checkbox"/> Joint Venture	Date of Organization:
<input type="checkbox"/> Limited Liability Company (LLC or PLLC)	Date of Organization:
<input type="checkbox"/> Nonprofit Organization	Date of Organization:
<input type="checkbox"/> Partnership (including LLP, LP or General)	Date of Registration or Establishment:
<input type="checkbox"/> Sole Proprietor	How many years in business?:
<input type="checkbox"/> Other	Date established?:

If "Other," please explain:

1.2 Was the bidder's/offeror's business formed or incorporated in the District of Columbia? Yes No

If "No" to Subpart 1.2, provide the jurisdiction where the bidder's/offeror's business was formed or incorporated. Attach a Certificate or Letter of Good Standing from the applicable jurisdiction and a certified Application for Authority from the District, or provide an explanation if the documents are not available.

State _____ Country _____

1.3 Please provide a copy of each District of Columbia license, registration or certification that the bidder/offeror is required by law to obtain (other than those provided in Subpart 1.2). If the bidder/offeror is not providing a copy of its license, registration or certification to transact business in the District of Columbia, it shall either:

- (a) Certify its intent to obtain the necessary license, registration or certification prior to contract award; or
- (b) Explain its exemption from the requirement.

PART 2: INDIVIDUAL RESPONSIBILITY

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

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

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

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

PART 3: BUSINESS RESPONSIBILITY

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

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

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

PART 4: CERTIFICATES AND LICENSES

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

4.1 Had a denial, decertification, revocation or forfeiture of District of Columbia certification of any Certified Business Enterprise or federal certification of Disadvantaged Business Enterprise status for other than a change of ownership?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
---	---

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

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

PART 5: LEGAL PROCEEDINGS

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

5.1 Had any liens or judgments (not including UCC filings) over \$25,000 filed against it which remain undischarged?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
--	---

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

5.2 Had a government entity find a willful violation of District of Columbia compensation or prevailing wage laws, the Service Contract Act or the Davis-Bacon Act?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
---	---

5.3 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Please provide an explanation for each "Yes" in Part 5.	
PART 6: FINANCIAL AND ORGANIZATIONAL INFORMATION	
6.1 Within the past five (5) years, has the bidder/offeror received any formal unsatisfactory performance assessment(s) from any government entity on any contract?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 6.1, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
6.2 Within the past five (5) years, has the bidder/offeror had any liquidated damages assessed by a government entity over \$25,000?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 6.2, provide an explanation of the issue(s), relevant dates, the government entity involved, the amount assessed and the current status of the issue(s).	
6.3 Within the last seven (7) years, has the bidder/offeror initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 6.3, provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "initiated," "pending" or "closed".	
6.4 During the past three (3) years, has the bidder/offeror failed to file a tax return or pay taxes required by federal, state, District of Columbia or local laws?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 6.4, provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the bidder/offeror failed to file/pay and the current status of the tax liability.	
6.5 During the past three (3) years, has the bidder/offeror failed to file a District of Columbia unemployment insurance return or failed to pay District of Columbia unemployment insurance?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 6.5, provide the years the bidder/offeror failed to file the return or pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).	
6.6 During the past three (3) years, has the bidder/offeror failed to comply with any payment agreement with the Internal Revenue Service, the District of Columbia Office of Tax and Revenue and the Department of Employment Services?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 6.6, provide the years the bidder/offeror failed to comply with the payment agreement, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).	
6.7 Indicate whether the bidder/offeror owes any outstanding debt to any state, federal or District of Columbia government.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 6.7, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
6.8 During the past three (3) years, has the bidder/offeror been audited by any government entity?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(a) If "Yes" to Subpart 6.8, did any audit of the bidder/offeror identify any significant deficiencies in internal controls, fraud or illegal acts; significant violations of provisions of contract or grant agreements; significant abuse; or any material disallowance?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(b) If "Yes" to Subpart 6.8(a), provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
PART 7: RESPONSE UPDATE REQUIREMENT	
7.1 In accordance with the requirement of Section 302(c) of the Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-353.02), the bidder/offeror shall update any response provided in Section I of this form during the term of this contract:	
(a) Within sixty (60) days of a material change to a response; and	
(b) Prior to the exercise of an option year contract.	

PART 8: FREEDOM OF INFORMATION ACT (FOIA)

8.1 Indicate whether the bidder/offeror asserts that any information provided in response to a question in Section I is exempt from disclosure under the District of Columbia Freedom of Information Act (FOIA), effective March 25, 1977 (D.C. Law 1-96; D.C. Official Code §§ 2-531, et seq.). Include the question number(s) and explain the basis for the claim. (The District will determine whether such information is, in fact, exempt from FOIA at the time of request for disclosure under FOIA.)

Yes No

SECTION II. ADDITIONAL REQUIRED BIDDER/OFFEROR CERTIFICATIONS

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

PART 1. DISTRICT EMPLOYEES NOT TO BENEFIT

The bidder/offeror certifies that:

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

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

(a) Not applicable

(b) Not applicable

PART 2: INDEPENDENT PRICE DETERMINATION REQUIREMENTS

The bidder/offeror certifies that:

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

(a) The contract prices have been arrived at independently without, for the purpose of restricting competition, any consultation, communication or agreement with any bidder/offeror or competitor related to:

- (i) Those prices;
- (ii) The intention to submit a bid/proposal; or
- (iii) The methods or factors used to calculate the prices in the contract.

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

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

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

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

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

Johnetta Holland, President

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

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

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

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

PART 3: EQUAL OPPORTUNITY AND HUMAN RIGHTS OBLIGATIONS

3.1 I hereby certify that I am fully aware of the contents of Mayor's Order 85-85, Mayor's Order 2017-313 and the Office of Human Rights' regulations in Chapter 11 of title 4 of the DCMR, and agree to comply with them while performing this contract.

PART 4: FIRST SOURCE OBLIGATIONS

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

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

PART 5: EMPLOYMENT ELIGIBILITY OBLIGATIONS			
5.1 I hereby certify that the Bidder/Offeror has verified the identity and employment eligibility of all of its employees.			
PART 6: LANGUAGE ACCESS OBLIGATIONS			
6.1 For contracts where the contracting agency is a "covered entity" or "covered entity with major public contact" as defined in Sections 2(2) and 2(3) of the Language Access Act of 2004 (D.C. Official Code § 2-1931(2) and § 2-1931(3)), I hereby certify that I will comply with Language Access compliance requirements of the contracting agency while performing this contract.			
SECTION III. BUY AMERICAN ACT CERTIFICATION			
<i>Instructions for Section III: Section III contains one (1) part which should only be completed if goods are being provided that are subject to the requirements of the Buy American Act.</i>			
PART 1: BUY AMERICAN ACT COMPLIANCE			
1.1 The bidder/offeror certifies that each end product, except the end products listed below, is a domestic end product (as defined in Paragraph 22 of the Standard Contract Provisions, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced or manufactured outside the United			
_____ EXCLUDED END PRODUCTS			
_____ COUNTRY OF ORIGIN			
SECTION IV: CERTIFICATION			
<i>Instruction for Section IV: This section must be completed by all bidder/offerors.</i>			
I, Johnetta Holland, as the person authorized to sign these certifications, hereby certify that the information provided in this form is true and accurate.			
Name	(Johnetta Holland)	Telephone #: (202) 393-1100	Fax #:
Title: <i>Johnetta Holland</i> President		Email Address: jholland@csicorpdcc.com	
Date:	28-Jul-20		
<i>The District of Columbia is hereby authorized to verify the above information with appropriate government authorities. Penalty for making false statements is a fine of not more than \$1,000.00, imprisonment for not more than 180 days, or both, as prescribed in D.C. Official Code § 22-2405. Penalty for false swearing is a fine of not more than \$2,500.00, imprisonment for not more than three (3) years, or both, as prescribed in D.C. Official Code § 22-2404.</i>			

11/2/21

Agreement

Between

And

**UNION RIGHTS FOR SECURITY
OFFICERS (URSO)**

Representing the

PROTECTIVE SECURITY OFFICERS

at

**DC OFFICE OF LOTTERY AND CHARITABLE
GAMES**

**2235 Shannon Pl SE,
Washington, DC 20020**

**Employed by The Watkins Security
Agency of DC, Inc.**

Special Police Officers

July 11, 2019 through July 10, 2021

Agreement

Between

And

**UNION RIGHTS FOR SECURITY
OFFICERS (URSO)**

Representing the

PROTECTIVE SECURITY OFFICERS

at

AGREEMENT

This Agreement is entered into as of _____, by and between...(hereinafter referred to as the "Employer" or "Company") and The Union Rights for Security Officers (hereinafter referred to as the "Union") covering members of the bargaining unit who work at the Site, as defined below.

ARTICLE 1-SCOPE OF AGREEMENT

Section 1

This CBA covers only those security officers employed under Employer's Contract No. _____ with the (Government Agency).

Section 2-Exclusions

This Agreement does not cover the following employees and management staff:

- Officers and Directors of Employer
- All office clerical, all managerial and supervisory employees (with the exception of any employees specifically referenced herein), the Employer's pool of replacement guards, and all other employees who are not security guard employees

Section 3- Probationary Employees

Newly hired or rehired employees shall be classified as probationary employees for a period of ninety (90) days from date of hire. During their probationary periods, employees may be subject to discipline or discharge at the discretion of the Employer without access to the grievance and arbitration provisions of this Agreement.

ARTICLE 2- UNION SECURITY & DUES DEDUCTIONS

Section 1

All officers hereafter employed by the Employer in the classification covered by this Agreement shall become members of the Union not later than the thirty-first (31st) day following the beginning of their employment, or the date of the signing of this Agreement, whichever is later, as a condition of continued employment.

An officer who is not a member of the Union at the time this Agreement becomes effective shall become a member of the Union within ten (10) days after the thirtieth (30th) day following the effective date of this Agreement or within ten (10) days after the thirtieth (30th) day following employment, whichever is later, and shall remain a member of the Union, to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union, whichever employed under, and for the duration of, this Agreement.

Officers meet the requirement of being members in good standing of the Union, within the meaning of this Article, by tendering the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union or, in the

alternative, by tendering to the Union financial core fees and dues as defined by the *U.S. Supreme Court in NLRB v. General Motors Corporation*, 373 U.S. 734 (1963) and *Beck v. Communications Workers of America*, 487 U.S. 735 (1988).

In the event the Union requests the discharge of an employee for failure to comply with the provisions of this Article, it shall serve written notice on the Company requesting that the employee be discharged effective no sooner than two (2) weeks of the date of that notice. The notice shall contain the reasons for the discharge.

In the event the Union subsequently determines that the employee has remedied the default prior to the discharge date, the Union will notify the Company and the employee, and the Company will not be required to discharge that employee.

The Company will deduct initiation fees, union dues and financial core fees from the wages of employees who voluntarily authorize the Company to do so on a properly executed payroll deduction card. Such deductions shall be made on a semi-monthly basis which the employee has sufficient net earnings to cover the Union membership dues or payments. Funds deducted with a monthly summary showing name, address, date of hire, hourly rate, dues or service fee paid or not paid, and employees who have been terminated or placed on leave of absence shall be remitted to the Union Rights for Security Officers, within fifteen (15) days after the regular payday of the month.

The Union will promptly furnish to the Company a written schedule of Union Dues, initiation fees and financial core fees. The Union also agrees to promptly notify the Employer in writing of any changes to these amounts.

The Union also agrees to indemnify the Company against any loss or claim, which may arise as a result of the Employer's compliance with the Union membership or check-off articles. In addition, the Union agrees to return to the Company any erroneous or improper overpayment made to it.

ARTICLE 3 NON-DISCRIMINATION

There shall be no discrimination by the Employer or the Union against any employee or applicant for employment because of race, color, religion, sex, age, marital status, non-job-related disability, labor organization or because of their involvement in or refraining from participating in the Union activities as protected by law. Should an employee or the Union file a claim with any federal, state, or local agency alleging discrimination which would be prohibited by the terms of this Agreement, the Employee and the Union shall waive any right to file a grievance or pursue arbitration under the terms of this Agreement for the same events and occurrences that led to the filing of the claim with the federal, state, or local agency.

ARTICLE 4-MANAGEMENT RIGHTS

Section 1

Except as expressly limited by this Agreement, the Employer retains the sole and exclusive right in its discretion to manage its business and to take any and all actions that are not precluded by the terms of this Agreement, including, but not limited to the following: To determine the type of services performed and the manner and means of providing services; to hire, discharge or discipline for just cause, lay off, assign, transfer, promote or demote; to determine the starting and quitting time and the hours of work; to assign overtime; to establish, discontinue or change operations, procedures, production of work standards, to determine the size of the workforce; to create, eliminate or consolidate job classifications; and to judge employees' performance and qualifications.

Section 2

The Employer reserves the sole and exclusive authority to draft, issue, implement, revise, enforce and withdraw reasonable rules of conduct and regulations as the Security Guard Post Orders deems necessary.

Section 3

The list of management rights set forth in this Article is not intended to be nor shall it be construed as a restriction or waiver of any rights of the Employer not listed and not specifically surrendered in this Agreement, whether or not such rights have been exercised in the past. The Employer retains all rights except as limited by the express terms of this Agreement.

ARTICLE 5-EMPLOYEE CLASSIFICATIONS

Section 1-Full/Part Time Employees

An employee who works thirty-two (32) hours or more per week shall be classified as a full-time employee. Employees who work less than an average of 32 hours per week shall be classified as part-time employees.

Section 2-Temporary Employees

The Employer shall have the right to use temporary employees, including temporary employees for its security guard pool of employees who are not permanently assigned to the site, for no more than ninety (90) days, who shall not be covered by this Agreement.

ARTICLE 6-WORK WEEK AND HOURS OF WORK

Section 1

The work week shall be from 0001 hours Sunday until 2400 hours Saturday. Wages shall be paid semi-monthly, subject to change by mutual agreement of the parties

Section-2

All productive security officer shall be provided two paid fifteen-minute breaks and one unpaid meal break of thirty-minutes based on an average eight-hour work day. In addition, employees shall be provided with breaks for emergency purposes as required.

Section-3

Overtime pay is to be paid at the rate of one and one-half (1 ½) times the basic hourly straight time rate. Overtime shall be paid to employees for work performed in excess of forty (40) hours in a work week. When overtime is needed, (and all eligible available employees have worked or are already scheduled to work 40 hours) overtime hours in excess of 40 in a week shall be scheduled in accordance with the seniority, based on those employees who have signed a list expressing their desire to work overtime hours. A work day shall be defined as from 0001 hours until 2400 hours. There will not be any pyramiding of hours worked or overtime hours. Only hours actually worked shall be recognized in determining the overtime eligibility. The Employer shall have the right to hold over employees until relieved and/or to require an available employee to provide coverage of the post up to twelve hours. Any paid leave shall not be counted as hours worked in the calculation of overtime. The opportunity to work overtime shall be provided consistent with the Employer's business needs and circumstances and must be authorized in advance by the Employer.

Section 4

An employee called in outside his regular work schedule shall be guaranteed a minimum of four (4) consecutive hours of work or pay in lieu thereof.

Section 5

The Employer shall schedule and post the hours of work of Employees at least two (2) weeks in advance, except in circumstances beyond the Employer's control.

Section 6

Nothing in this Article shall be construed as a guarantee of work, work opportunities or hours, except as expressly provided.

Section 7

Posting-When a permanent vacancy occurs on a shift, the shift, post or the timeframe will be posted on the bulletin board for a period not less than seventy-two (72) hours before the shift/post is permanently assigned. If more than one employee request is on file, preference will be given to the employees with the greatest seniority. Such shift changes on request shall be limited to one per calendar year per employee. If an existing employee is assigned to fill the permanent vacancy, then the vacant shifts/post or the timeframe must be posted and bid according to the post subsequently created vacancies. No permanent post changes may be assigned that conflict with the shift times awarded to the employee. The shifts or timeframe may not be alternated in any way unless directed by the Government.

All posts bids will be awarded based on seniority and the ability to perform the job. This process should be completed within 15 days of such vacancies.

ARTICLE 7-DISCIPLINE

Section 1

No employee (with the exception of probationary employees) shall be discharged or disciplined without cause, and discharge and discipline matters shall be subject to the grievance and arbitration procedures contained herein.

For less serious disciplinary matters, the employer shall follow the progressive discipline policy. No Minor disciplinary infractions shall be considered after 12 months and shall be removed. Management shall have 5 days to issue a Disciplinary/Corrective Action Report before it is considered null and void.

1. Verbal Warning
2. Written Warning
3. Suspension not to exceed (3) days
4. Discharge

The precise step of the disciplinary procedure shall be stated on each disciplinary form provided to the employee at the time it is issued.

Major infractions will be considered on their own merit and in conjunction with minor infractions when determining suspension and/or termination.

However, an arbitrator shall not have the authority to reduce a discharge or otherwise modify the penalty imposed by the Employer for a proven violation of any of the following which shall be considered major infractions:

- A. Neglect of Duty (including sleeping while on duty or action which causes the assessment of a penalty against the Company by the Client/Governing Agency).
- B. Insubordination (including, without limitation, deliberate failure to carry out assigned tasks, refusal of a direct order, abusive language directed toward a supervisor, and similar conduct).
- C. Conducting personal affairs during official time without prior approval from the Employee's supervisor or Project Manager.
- D. Falsification or unlawful concealment, removal, mutilation or destruction of any official documents or records, and/or concealment of material facts by willful omissions from official documents or records.
- E. Fighting on Client property or while on duty. Participating in disruptive or disorderly conduct which interferes with the normal and efficient operations of the Client or Company.
- F. Theft, vandalism, or criminal acts.

- G. Drinking or drunkenness on the job; use or possession on the job or being impaired by unlawful drugs/stimulants or alcoholic beverages on the job, or violation of the Company's Alcohol and Drug Abuse Policy.
- H. Improper use of official authority or credentials.
- I. Unauthorized use of Client communications equipment or other Client property.
- J. Misuse of weapon(s), violation of the Company weapons policy, or possession of private firearm or other private weapon on the job.
- K. Violation of state or federal laws regarding the possession or use of a firearm.
- L. Unauthorized post abandonment.
- M. Failure to cooperate with Client/Government officials, local law enforcement authorities, or the Company during an official investigation.
- N. Falsification of time records.
- O. Deliberate or negligent conduct causing monetary damages, penalties or invoice deductions to the Company.
- P. Sexual, racial or verbal harassment in violation of Company policy.
- Q. Failure to appear for work without notice ("no-call no-show").

Section-2

It shall constitute an offense for an employee to call-off work without providing the Employer with a minimum of four (4) hours advance notice, or where four (4) hours advance notice is not possible due to documented emergency or other unforeseen circumstances, as much advance notice as reasonably possible. Discipline for such offense shall be as follows: Sick/personal leave shall be used to mitigate all call-offs until exhausted. Employees without earned leave shall be subject to progressive discipline.

- A. With respect to the first call-off without proper notice within a 12-month period, a written reprimand shall be given
- B. With respect to the second call-off within a 12-month period, the employee may be suspended-3 days
- C. Upon the occurrence of the third call-off without proper notice within a 12-month period, the employee may be terminated at the discretion of the Employer
- D. Individuals who do not provide advance notice of their inability to work will be subject to immediate discharge for no call no show at the discretion of the Employer

Section-3

If the Government agent for the building in which the employee is assigned directs in writing that a specified employee be removed or otherwise disciplined, any such action directed may be undertaken by the Employer and shall not be subject to the grievance or arbitration procedures of this Agreement.

ARTICLE 8-GRIEVANCE AND ARBITRATION PROCEDURE

A grievance shall mean a disagreement or dispute raised by the Employer, the Union or an employee that arises during the term of this Agreement concerning the application, meaning or interpretation of an express provision of this Agreement. The procedures set forth in this Article shall be the sole and exclusive remedy for any grievance asserted. A grievance shall be resolved in the following manner:

Step 1 – The employee and/or his or her Union representative shall present the grievance or dispute in writing to the employee’s supervisor within seven (7) working days of its occurrence. The supervisor may respond in writing to the grievance within seven (7) days of receipt.

Step 2 – If the grievance is not settled at Step 1 or if the supervisor does not respond within seven (7) working days of the step 1 notice, the employee and/or his or her Union representative must, within seven (7) working days of the date the supervisor responded of the date on which the supervisor should have responded, whichever is sooner, submit the grievance in writing to the Project Manager or his/her designee. The Project Manager may respond to the grievance within seven (7) working days of receipt of the grievance.

Step 3 – If, after receipt of the Project Manager’s response or failure to respond, the grievance is not settled at Step 2, the Union may, within seven (7) working days, notify the Employer in writing of its intent to, and also carry out the steps necessary to, proceed to binding arbitration. Notice shall identify the provisions of the Agreement allegedly violated and shall set forth such facts and circumstances as will provide the Employer with reasonable notice of the nature of the grievance. If the Parties are unable to agree on an arbitrator within (10) days of the date of service of the arbitration notice, they shall choose an arbitrator from a panel(s) provided by the Federal Mediation and Conciliation Service.

If the Employer wishes to file a grievance, it shall begin at Step 2 by filing a grievance with the Union representative. The process shall proceed from there, in the same manner and with the same timing as the Union’s grievances.

The failure of the grieving party to strictly comply with the time limits specified herein shall be construed to be an abandonment of the grievance, and the position taken on the grievance. Failure of the responding party to comply with said time limits shall be deemed to be a denial of the grievance. The time limits set forth in this Article are intended to be strictly enforced and may be waived only by written mutual agreement between the parties, and in no other manner or circumstances.

The Arbitrator shall conduct a hearing on the grievance. The Arbitrator shall render a decision within thirty (30) days of the close of the hearing or receipt of briefs. The decision or order of the Arbitrator shall be final and binding on all parties to this Agreement. Any back-pay award shall be reduced by any sums received as unemployment compensation or from interim employment. The Arbitrator shall have no authority to alter, amend, or add to the Agreement. None of the time limits contained in this Article may be waived or extended except by mutual agreement in writing.

The costs of the arbitration, including all fees of the FMCS, fees and expense of the arbitrator, hearing room expenses, and any expenses relating to a court reporter and transcript, shall be paid in full by the losing party in the arbitration. If it is not clear from the decision which party is the losing party, it shall be up to the arbitrator to decide.

ARTICLE 9-NO STIKE AND NO LOCKOUT

The Employer agrees not to cause, permit, or engage in any lockout of its employees during the term of this Agreement. The Union agrees that neither it nor the employees it represents covered by this Agreement will, during the term of this Agreement, cause, permit, or take part in any strike, including sympathy strikes, picketing, work slowdowns, leafleting or work action of any type. It shall be a violation of this Agreement and it shall be cause for discharge in the event an employee violates any of these restrictions and/or refuses to enter upon any property involved in a labor dispute involving other employee organizations or refuses to go through or work behind any picket lines involving other employee organizations at the Employer's place of places of business. The Union and the Employer agree to take all steps possible to ensure that the site is properly secured and protected in the event of labor disputes involving other employee organizations at the site facilities.

ARTICLE 10-STEWARDS

Section-1

The Union representative or its designee, shall designate two Stewards per shift, with one alternate steward if the steward is not available. The Union shall notify the Employer in writing of the selection of the Steward and the alternate within ten (10) days of such selections. Stewards shall perform no work related to their duty as stewards while either they or the employee who is involved in any incident they are responding to or addressing are on duty, and stewards shall not be paid by the Employer for performing any Union work

Section-2

The Steward has no authority to call or direct strikes or authorize other economic action against the Employer. The Steward and Union officers shall not interfere with the management of the Employer's business of the work of any employee but may advise the Employer of any alleged violations of the Agreement.

Section-3

If the Client/Governing Agency permits Union postings on a bulletin board, such postings shall only be made by designated Union officials, shall only deal with the official Union business pertaining to this site, and shall not be inflammatory or political in nature.

ARTICLE 11-COURT/JURY DUTY

The employer will comply with all applicable state and federal laws when it comes to compensating employees who are required to report to a court related work event or/jury duty, provided an employee has met the following conditions:

- A. The employee must notify the Employer within seventy-two (72) hours after he or she receives a jury duty questionnaire or notice of court related to an event from work that he or she is subject to a court or jury duty call.

- B. No compensation shall be paid by the Employer for jury duty on Saturdays, Sundays and holidays, unless such Saturday, Sunday or holiday was the employee's normal work-day or for any other day on which the employee is not normally scheduled to work. The employee must provide the Employer with written evidence or notice from the court that he/she performed jury service and of the amount that the employee was compensated for such service.

ARTICLE 12-LEAVES OF ABSENCE

Section 1-Family and Medical Leave

The Employer will comply with all applicable state and federal laws when it comes to providing family and medical leave for an employee who may request leave without pay for any purpose related to the care of a family member for a period of up to 12 weeks.

Section 2-Bereavement Leave

In the event of the death of a member of a non-probationary unit employee's immediate family member, the employee will not lose any wages which he or she would otherwise have earned for schedule work days only, during the next three (3) consecutive calendar days for the period from date of death through the day following burial. For the purpose of this provision, members of the employee's immediate family shall include: spouse, domestic partner, parent, spouse's parent, grandparent, child, spouse's child, brother or sister. Employees shall be paid 3 days bereavement and voluntarily use their personal/sick time or vacation for the purpose of additional bereavement leave if needed. The employee will be paid his straight time hourly earnings for all hours normally scheduled to work during the absence. These hours will not be considered in overtime calculation. If the funeral is over 300 miles away and the employee has no personal/sick or vacation leave available, employees shall be permitted to take additional days as unpaid time to extend the period of leave to five days. The Employer has the right to request documentation for any bereavement time.

Section 3-Military Service

Employees enlisting or entering the military service of the United States pursuant to the provisions of the Uniformed Services Employment and Reemployment Rights Act and amendments thereto shall be granted all rights and privileges provided by that Act.

ARTICLE 13-SENIORITY

Section 1-Reduction in Force

In the event that the work force at the site shall be reduced for any reason, the employees with the least seniority in their job classification shall be laid off first. Seniority shall be defined as the length of service on the government contract. The Chief Shop Steward shall be entitled to top union seniority at the facility to the fullest extent allowed by law.

Section 2-Loss of Seniority

In the event the Employer loses the contract to provide guard services at the site, the Employer will have no obligation with regard to this Section after the termination of its contract. An employee who quits, resigns, retires or is terminated for any reason loses his/her seniority and has no right to recall.

Section 3-Recall

Laid off employees will be recalled in order of seniority to positions for which they are qualified. Upon recall, the employee shall retain seniority possessed at the time of layoff. In case of layoff, the union shop steward shall be the last to be laid off.

Section 4-Personnel Files

Employees may, upon reasonable notice, review their own personnel files under the supervision of the Administrative Assistant at the facility during non-productive hours. If an employee is reviewing the file in connection with a pending grievance, upon the employee's request, a union steward shall be permitted to be present during the review. Under no circumstances may an employee remove or alter the contents of their file.

ARTICLE 14-VOLUNTARY QUILTS

An employee shall be deemed to have voluntarily quit employment with the Employer if:

- A. The employee fails to report for duty as scheduled by the Employer, while simultaneously remaining an employee of a competitor of the Employer
- B. The employee fails to report for work upon the expiration of a leave of absence an unanticipated, documented emergency making it impossible for the employee to report.
- C. An employee who takes medical leave fails to notify the Employer that he/she is able to return to work immediately after he/she is medically able to return to work.
- D. The employee fails to report for work without notifying the Employer, except where failure to so communicate is the result of a documented emergency circumstance making notification impossible
- E. The Employee fails to respond within five (5) days of the Employer sending a notice of recall

ARTICLE 15-TRAINING AND RE-QUALIFICATION

The Employer will post training schedules on a quarterly and/or monthly basis. All employees who need training for their recertification must attend the Company offered class in a timely manner. The Employer will provide on-site and off-site training and pay as governed by the current wages in the collective bargaining agreement, at the regular armed guard rates under applicable law, in accordance with its procedures. If the employee misses any free training classes offered by the Employer, the employee shall be responsible for the costs and fees required to be paid for approved training classes that they must secure on their own.

All training hours will be paid at regular hourly rate; overtime calculation is computed once the employee has exceeded 40 hours in a workweek. Employees are required to produce all required certifications (obtained through their employment with other employers; such certifications will be accepted provided they meet the written training requirements) or sign affidavits, under oath, that they have no such certifications.

A weapon qualification session is defined as initial instruction followed by two (2) attempts firing the practice course of fire which will then be followed by two (2) qualification attempts firing the qualification course of fire. Employees who fail to qualify at the initial qualification session will be removed from the contract. The employer will make available additional training and weapons qualification sessions at a cost to the employee.

If the employee is unable to qualify prior to the expiration of his or her permit or fails to pass a range qualification test thirty (30) days after the first failed attempt, they shall be terminated.

The Employer will compensate the Employee with 8 hours of paid training for the time needed to attend the range and/or class for weapons requalification.

The Employer will compensate the Employee with 2 hours of paid training for the time needed to take a Physical/Drug Screening in conjunction with maintaining the validity of their SPO license.

The Employer will compensate the Employee with 4 hours of paid training for the time needed to attend the CPR Company provided initial or recertification class.

The Employer will compensate the Employee with 8 hours of paid training for the time needed to attend the Company provided MEB/OC initial or recertification class.

ARTICLE-16-SUBCONTRACTING

There shall be no subcontracting if engaged in for the purpose of replacing bargaining unit employees.

ARTICLE 17-DRUG AND ALCOHOL POLICY

Section 1

The Employer and Union recognize that the use of drugs and/or alcohol can have an impact on workplace safety, absenteeism and productivity. An employee cannot perform his work adequately and safely if he is under the influence of drugs or alcohol. Unlawful use of drugs and abuse of alcohol when not on duty raises serious questions concerning the competency to perform security work and is grounds for revocation of a firearms permit. As a result, the Employer maintains a drug and alcohol-free workplace. Compliance with this Article is a condition of employment and continued employment. Violation of this Article subjects an employee to immediate termination of employment.

Section 2

The following activities are prohibited regardless of whether the employee is on or off duty or at the workplace or not:

- The unlawful or unauthorized manufacture, distribution, possession, sale, transfer or use of an illegal drug

In addition, the following activities are prohibited while the employee is on duty or at the workplace:

- Misuse of a legal drug;
- Possession (excluding an original sealed container in an employee vehicle parked in a parking lot) or use of alcohol; or
- Reporting to work or working under the influence of alcohol or drugs

Section 3

For the purpose of this policy, the "workplace" includes all Employer facilities and property, Site, vehicles used in the course of work, and any location at which Employee is performing work on behalf of the Employer.

Section 4

An employee legitimately using or under the influence of medication (legal drugs) during working hours must notify his/her supervisor of this prior to commencing work if the medication might impair his/her performance, judgement or coordination and provide a doctor's statement that the employee is fit to perform the duties of the job.

Section 5

Employees shall notify the Employer within twenty-four (24) hours of any arrest or criminal conviction and/or of a guilty plea, that either involves the use of drugs, or a crime that compromises or affects their continued employment at the site. A failure to do so will result in immediate termination.

Section 6

All employees will participate in and are subject to the Employer's alcohol and drug testing program. Testing for alcohol and/or drugs may occur prior to employment, annually, where reasonable suspicion of violation of this policy exists, after a work-related accident or incident, on a random basis and/or as required by any Government or other applicable contract, statute or regulation.

Section 7

A positive drug or alcohol test shall be grounds for immediate termination. Refusal to submit to testing or failure to report for a drug and/or alcohol test as directed shall be considered equivalent to a positive test result and shall also be grounds for immediate termination. An employee with measurable amounts of unlawful drugs or alcohol shall be deemed to have tested positive under this Article. Although the Employer reserves the right to conduct preliminary screening test to determine whether testing by a certified

testing facility is warranted, all testing that may lead to discipline or discharge shall be conducted in accordance with applicable local, state and federal laws by a certified testing facility, which facility and/or its representatives shall, alone, be responsible for determining whether an individual has tested positive for unlawful drugs, alcohol, or unauthorized prescription drugs, under this Article. Any positive test leading to discipline or discharge must be documented, in writing from the testing facility.

Section 8

Any specimen collected for drug testing pursuant to this Article shall be tested by a laboratory certified in conformity with applicable state or federal regulations as required.

ARTICLE 18-MISCELLANEOUS

Section 1

The Union agrees to cooperate with the Employer in all matters required by the Client/Governing agency, and the Union recognizes that the terms and conditions of this Agreement are subject to certain priorities that the Client/Governing agency may exercise. The Union agrees that any actions taken by the Employer pursuant to a requirement imposed by the Client/Governing agency shall not constitute a breach of this Agreement. Any action that the Client/Governing agency directs or requires the Employer to take immediately may be taken without prior notice to or discussion with the Union. The Employer will, however, exercise reasonable efforts to cooperate with the Union in obtaining information relating to the Client/Governing agency action or decision in writing as applicable to the directive or counter email from the Project Manager following the directive.

Section 2-Failure to Meet Company Standard

It is recognized and acknowledged that the Company is in the business of providing a service, through its employees, to the Client/Governing agency and to other customers. It is therefore essential and expected that all employees will act in a professional, courteous manner and will be held responsible and accountable for their duties. Deviation from or failure to meet this standard will result in disciplinary action or discharge

Section 3

It is the Employer responsibility to provide the Employee with sixty (60) days written notice prior to the expiration of any permits, clearances or other qualifications required by the Client/Governing agency, including, but not limited to, weapons permits, CPR/FA training, and suitability clearances. Forms for the reporting of such information will be available from the Project Manager or a designated supervisor(s).

Section 4-Union Related Activities

Absent permission from the Employer, Union representatives shall not conduct Union-related business with any employee during the time the employee is on duty, nor shall any employee conduct Union-related business during the time he/she is on duty. Employer

property, equipment and office facilities shall not be used to conduct any form of Union-related business.

Section 5-Payroll Discrepancies

Payroll errors of one hundred dollars (\$100) or less shall be adjusted in the following pay period. Payroll errors of more than one hundred dollars (\$100) which are the fault of the Employer shall be adjusted within forty-eight (48) hours.

Section 6-Uniform Replacement

In the event of negligence or malfeasance on the part of the employee results in damage to uniforms or equipment provided by the Employer, replacement uniform or equipment is needed other than for reasons of normal wear and tear, or an employee fails to return uniforms or equipment at the time of separation, the Employee will be responsible for reimbursing the Employer for the cost, less reasonable depreciation reflecting the time in use, or the replacement uniform or equipment through authorized payroll deductions. Employees shall, in all cases, use uniforms and equipment of the Employer with care.

ARTICLE 19-SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, or the application of such Article or Section to persons or circumstance other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event that any Article or Section is held invalid or enforcement of or compliance with has been restrained as above set forth, the Employer and the Union agree to enter into immediate collective bargaining negotiations, upon the request of the Union of the Employer, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE 20-ACCESS

If and only if, the contracting agency permits Union access on its property, one Union Business Representative shall have admission to the establishment of the Employer at a mutually agreeable times only after giving a minimum of twenty-four (24) hours advance notice of his/her desire to be on the premises to the Employer's Project Manager or duly authorized designee. While on the premises, the Business Representative shall only be allowed to meet with the bargaining unit employees for the purpose of ascertaining whether or not this Agreement is being observed by the parties hereto or for assisting in the adjustment of grievances. Any meetings can only take place in non-work areas, during non-work time. Such visits shall not interfere with the orderly and efficient operation of the Employer's business. There shall be no Union business or solicitations during work

time and/or in work areas of either the person doing the soliciting, or the person being solicited.

ARTICLE 21-INDEMNIFICATION

The Union shall indemnify and save the Company harmless from any claims, suits, judgments costs or attorneys' fees, attachments, and from any form of liability as a result of making any payments to any benefit funds under this Agreement or otherwise complying with its obligations to do so under this Agreement. The Employer hereunder is not liable or responsible for any acts of the Union or any of its officers and agents; or for any Trustee administering any Fund or any agent of said Trustees; and none of the same shall have the authority to bind the Employer to any contract. The employer's sole obligation under this Agreement shall be to make timely monthly payments to the benefit funds in the set amounts and manner herein provided. The specified payments shall be the maximum that may be required of the Employer.

ARTICLE 22-CHANGE IN THE LAW

The parties hereby agree that, in the event of a change in local, city, state, or federal law that modifies, changes or otherwise may affect the terms of conditions of employment as set forth in this Collective bargaining Agreement, the Parties will meet to discuss how the change affects the terms or conditions of the Collective Bargaining Agreement, and as needed, attempt to agree on any modifications to the Agreement to address the change in the law. It is intended that, in no event shall such change be permitted to add to or take away from rights and privileged afforded under this Agreement, and that the Parties will make appropriate adjustments in the terms of this Agreement to achieve that result. In the event that Parties are unable to reach agreement, either Party may re-open the Collective Bargaining Agreement for negotiations.

ARTICLE 23-DURATION OF AGREEMENT

This Agreement shall be in full force effective xxx and shall remain in effect until (and including) xxx in which date this Agreement and the terms thereof shall be automatically renewed from year-to-year thereafter unless at least ninety (90) days prior to expiration of this Agreement and the expiration dates of any renewal thereof, notice in writing by certified mail is given by either party to the other of changes proposed in said Agreement. With respect to wages and fringe benefits the applicable provisions of the Agreement shall take effect as specified herein. The Union acknowledged that the Employer is a Government contractor. In the event the Employer ceases providing services to the Customer at the site covered by this Agreement, the Employer's obligations under the collective bargaining agreement will cease.

IN WITNESS WHEREOF, the parties hereto have hereunto caused their names to be subscribed and signed by their duly authorized officers this date.

Watkins Security Agency of DC, Inc.

Union Rights for Security Officers



Richard A. Hamilton
President/CEO



Tyvon Barr
URSO-Chief Negotiator

DATE: 7/11/19



Sepheria Sprattley
URSO-Labor Management Rep



Katonna Terrell-Rafferty
URSO-Labor Management Rep

DATE: 7-11-19

APPENDIX-A

ECONOMIC PROPOSAL

SECTION 1: WAGE SCHEDULE

The straight-time hourly pay rates set forth below shall be effective for Security Officers who have completed all required training and meet the qualifications to work on the site.

	Ratification	10-01-19	10-01-20	10-01-21
Armed Security Officer	\$20.57	\$22.50	\$23.25	\$24.00

SECTION 2: BREAK PERIODS

All Security Officers shall be provided a one-hour break when operationally feasible. The existing practice of evening and night officers breaking themselves shall remain in effect until such time as both the Union and the Company decides to open a dialogue and discuss a mutually agreed upon change. Employees are not paid any additional compensation for a missed meal/personal break.

SECTION 3: SPECIAL EVENT DIFFERENTIAL

Officers working the Special Event shall receive a differential pay of \$1.00 additional per hour.

SECTION 4: HEALTH AND WELFARE CONTRIBUTION

As agreed upon, the Company's contribution for health and welfare shall be per hour paid, capped at 40 hours per week, as follows:

	Ratification	10-01-19	10-01-20	10-01-21
	\$4.70	\$4.90	\$5.10	\$5.30

Health and Welfare contribution shall be paid as cash in lieu of benefits to be included with the officer's wages.

SECTION 5: VACATION SCHEDULE

During the term of this Agreement, all employees who qualify as full-time employees covered by this Agreement shall vest vacation leave/pay on their anniversary dates based upon completed years of service by the employee, without break in service and in accordance with the following schedule:

- 01-04yrs Completed-80 hours
- 05-09yrs Completed-120hrs
- 10-14yrs Completed-160hrs

Part-time employees will receive a pro-rated amount of vacation based upon percentage of hours worked divided by 1872 which is the average number hours worked by a full-time employee per year.

Vacation pay shall be payable following the employee's anniversary date before the end of the anniversary year.

All vacation requests must be submitted on Employer leave approved request forms and signed by the employee. Vacation time shall be granted only upon request by the employee in writing and approved by the Employer for the employee to receive vacation pay. No more than five percent (5%) of the work force may be on vacation at any time.

SECTION 6: HOLIDAY PAY SCHEDULE

Holiday pay will be paid out in accordance with the regular payday procedures and the following schedule which is based on the total number of hours the employee would normally be scheduled to work during the week in which each holiday occurred

72hrs or more-8hrs holiday	63 to 71hrs-7hrs holiday
54 to 62hrs-6hrs holiday	45 to 53hrs-5hrs holiday
44 to 52hrs-4hrs Holiday	35 to 43hrs-3hrs holiday
26 to 34hrs-2hrs holiday	16 to 25hrs-1hr holiday

SECTION 7: RECOGNIZED HOLIDAYS

The Employer shall grant to all employees the following holidays off with pay (or pay in lieu thereof, if normally scheduled to work that week day). Holiday benefits shall be paid as specified in Section 6- Holiday Pay Schedule, provided that the employee shall work his or her regularly scheduled work day prior to the holiday and after the holiday, and the holiday if scheduled:

New Year's	Labor Day
Martin Luther King Jr Birthday	Emancipation Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
4 th of July	Christmas Day

SECTION 8: SICK/PERSONAL LEAVE

All full-time Employees shall be entitled to sick leave benefits.

Full-time (FT) employees shall accrue 56 hours of sick/personal leave per calendar year.

Part-time (PT) employees shall receive a prorated benefit, based upon the same formula used for vacation in Section 5 of this appendix.

New employees may not use sick/personal leave during the Probationary Period and shall not be entitled to any cash out if terminated during the Probationary Period.

All unused sick/personal leave shall be paid to employees at the end of each calendar year with the government or when the Employee's contract with the Government terminates or when the employment of an employee with the Employer terminates, whichever occurs first.

An Employee who is unable to report to work because of illness must call in at least four (4) hours prior to the beginning of his/her regular shift to be eligible for paid Sick/Personal leave or as early as reasonable to provide notification. Employees may use Sick/Personal leave to cover such absences which will be payable for full days of absence due to illness commencing on the first day of such absence. The Employer may require written proof of the employee's disability or require a written statement from a medical care provider if the employee is absent three (3) consecutive days. Employees must sign a request for payment of sick hours.

Notice of Absence

An employee who will be absent due to illness or injury must provide the Employer with notice of his/her anticipated absence as soon as the need to be absent becomes known to the employee, regardless of the length of the anticipated absence and regardless of whether the employee seeks sick pay for the absence.

Medical Certification

An employee who is absent due to illness or injury for three (3) consecutive work days (regardless whether the employee seeks sick pay) shall be required to provide to the Employer a physician's statement supporting the employee's absence and certifying that the employee is able to return to work. Such physician's statement shall be provided within three days of returning to work. If the Employer questions the physician's statement submitted by the Employee, the Employer may require the Employee to obtain a second opinion by a physician designated by the Employer (at the Employer's expense). If the opinion of the second physician and the Employee's physician differ, the Employer may require the employee (at the Employer's expense) to obtain a third opinion from a physician whose opinion shall be final and binding. Where an employee fails to provide medical certification as required by this Section, or where medical certification does not support the employee's absence, the employee will not be entitled to sick pay, and may be subject to disciplinary action or discharge. An employee who does not provide medical certification that he/she is able to return to work, if required or reasonably requested under this Section, will not be permitted to return to work.

FMLA

Where an employee takes leave pursuant to the Family & Medical Leave Act, the provisions of the Act will supersede any provision of this Article which is inconsistent.

IN WITNESS WHEREOF, the parties hereto have hereunto caused their names to be subscribed and signed by their duly authorized officers this date.

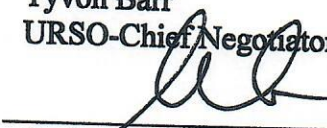
Watkins Security Agency of DC, Inc.



Richard A. Hamilton
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