

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF MENTAL HEALTH  
CONTRACTS AND PROCUREMENT SERVICES**

**REQUEST FOR QUOTE RM-12-RFO-103-BY4-RKG FOR  
WASHER/DRYER MAINTENANCE & REPAIR SERVICES**

The Government of the District of Columbia, Department of Mental Health Services (DMH), Saint Elizabeths Hospital (SEH) has a need for a vendor to provide washer/dryer maintenance and repair services.

Opening Solicitation Date: July 16, 2012  
Closing Solicitation Date/Time: Tuesday, August 14, 2012 @ 2:00 PM

Please return the completed Quote (signed and completed Sections A and B of the attached Solicitation), addressed to Mrs. Robin Knight Griffin (see address/email below), by the time and date indicated above. Any and all questions pertaining to this solicitation must be submitted in writing to:

**Samuel J. Feinberg, CPPO, CPPB  
Director, Contracts and Procurement  
Agency Chief Contracting Officer  
Department of Mental Health  
Contracts and Procurement Services  
609 H Street, NE, 4<sup>th</sup> Floor  
Washington, DC 20002**

Thank you,

Robin Knight Griffin, Contract Specialist  
DMH, Contracts and Procurement Services  
609 H St., NE, 4<sup>th</sup> Floor  
Washington, DC 20002  
Telephone: (202) 671-0184  
Fax: (202) 671-3395  
E-mail: [Robin.Knight@dc.gov](mailto:Robin.Knight@dc.gov)

RM-12-RFQ- 103-BY4-RKG  
 Washer and Dryer Machine Maintenance and Repair

DISTRICT OF COLUMBIA, DEPARTMENT OF MENTAL HEALTH (DMH)  
 SOLICITATION, OFFER, AND AWARD  
 SECTION A

1. ISSUED BY/ADDRESS OFFER TO:  <b>DISTRICT OF COLUMBIA DEPARTMENT OF MENTAL HEALTH (DMH)        CONTRACTS AND PROCUREMENT ADMINISTRATION        609 H Street, NE, 4<sup>th</sup> FLOOR        WASHINGTON, DC 20002</b>		2. PAGE OF PAGES: <b>1 OF 40</b>
		3. CONTRACT NUMBER:
		4. SOLICITATION NUMBER: <b>RM-12-RFQ-103-BY4-RKG</b>
		5. DATE ISSUED: <b>July 16, 2012</b>
		6. OPENING/CLOSING TIME: <b>Tuesday, August 14, 2012 @ 2:00 PM</b>
7. TYPE OF SOLICITATION: N/A  <b>REQUEST FOR QUOTE</b>	8. DISCOUNT FOR PROMPT PAYMENT:	

NOTE: IN SEALED BID SOLICITATION "OFFER AND THE CONTRACTOR" MEANS "BID AND BIDDER"

10. INFORMATION CALL	NAME: Samuel J. Feinberg, CPPO, CPPB Agency Chief Contracting Officer	TELEPHONE NUMBER:	B. E-MAIL ADDRESS:
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**OFFER (TO BE COMPLETED BY THE CONTRACTOR)**

12. In compliance with the above, the undersigned agrees, if the offer is accepted within 17 calendar days (unless a different period is inserted by the Contractor) from the date for receipt of offers specified above, that with respect to all terms and conditions by the CFSA under "AWARD" below, this offer and the provisions of the RFQ/IFB shall constitute a Formal Contract. All offers are subject to the terms and conditions contained in the solicitation.

13. ACKNOWLEDGEMENT OF AMENDMENTS (The Contractor acknowledge receipt of amendments to the SOLICITATION for The Contractors and related documents numbered and dated):			AMENDMENT NO:	DATE:
14. NAME AND ADDRESS OF THE CONTRACTOR:			15. NAME AND TITLE OF PERSONAL AUTHORIZED TO SIGN OFFER: (Type or Print)	
14A. TELEPHONE NUMBER:			15A. SIGNATURE:	15B. OFFER DATE:
AREA CODE:	NUMBER:	EXT:		

**AWARD (To be completed by the DMH)**

16. ACCEPTED AS TO THE FOLLOWING ITEMS:	17. AWARD AMOUNT:	
18. NAME OF CONTRACTING OFFICER: (TYPE OR PRINT)	19. CONTRACTING OFFICER SIGNATURE:	20. AWARD DATE:

IMPORTANT NOTICE: AWARD SHALL BE MADE ON THIS FORM, OR ON CFSA FORM 26, OR BY OTHER AUTHORIZED OFFICIAL WRITTEN NOTICE

**SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST**

- B.1** The District of Columbia Government, Department of Mental Health (DMH), Saint Elizabeths Hospital (SEH), seeks a Vendor to provide all labor, transportation, materials, supervision, personal protection equipment, safety equipment, dust/debris control, clean up and disposal for maintenance and repair services of all washer and dryer units located within the SEH Hospital.
- B.2** The District contemplates award of a Firm Fixed Cost Contract in accordance with 27 DCMR, Chapter 24, for a Period of Performance of One (1) Base Year through Four (4) One (1) Year Options.
- B.3** Response to this Request for Quote (RFQ) requires completion and signature of the Section A (Page 1), and Schedule B Price Sheet (Page 3), and satisfaction of DC Tax and EEO requirements submitted to the following DMH Contract Specialist:

Robin Knight Griffin, Contract Specialist  
Department of Mental Health  
Contracts and Procurement Services  
609 H Street, NE, 4<sup>th</sup> Floor  
Washington, DC 20002  
Email: Robin.Knight@dc.gov  
Telephone: 202-671-0184

- B.4** An Offeror responding to this solicitation must submit with its Quote, a notarized statement detailing any subcontracting plan as required by law. Quotes responding to this RFQ shall be deemed nonresponsive and shall be rejected if the Offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1.

**SCHEDULE B PRICING: SUPPLIES, SERVICES AND PRICE/COSTS**

(A) CLIN	(B) Services	(C) Max. Qty.	(D) Unit	(E) Unit Price	(F) Extended Price
	<b><u>Schedule B - Pricing</u></b>				
	The District of Columbia Government, Department of Mental Health (DMH), Saint Elizabeths Hospital (SEH), seeks a Vendor to provide all labor, transportation, materials, supervision, personal protection equipment, safety equipment, dust/debris control, clean up and disposal for maintenance and repair services of all washer and dryer units located within the SEH Hospital.				
	<i>The Period of Performance (POP) under this contract shall be from Date of Award (Base Year) with Four (4) One (1) Year Options.</i>				
	<b><u>Description of Services</u></b>				
<b>Base Yr</b>	Washer and Dryer Maintenance and Repair Services as Described in Section C. Materials, Parts & Equipment	Annual	Agreement	\$ _____ \$ _____	\$ _____ \$ _____
<b>Opt. 1</b>	Washer and Dryer Maintenance and Repair Services as Described in Section C. Materials, Parts & Equipment	Annual	Agreement	\$ _____ \$ _____	\$ _____ \$ _____
<b>Opt. 2</b>	Washer and Dryer Maintenance and Repair Services as Described in Section C. Materials, Parts & Equipment	Annual	Agreement	\$ _____ \$ _____	\$ _____ \$ _____
<b>Opt. 3</b>	Washer and Dryer Maintenance and Repair Services as Described in Section C. Materials, Parts & Equipment	Annual	Agreement	\$ _____ \$ _____	\$ _____ \$ _____
<b>Opt. 4</b>	Washer and Dryer Maintenance and Repair Services as Described in Section C. Materials, Parts & Equipment	Annual	Agreement	\$ _____ \$ _____	\$ _____ \$ _____
<b>TOTAL CONTRACT VALUE</b>				\$ _____	
_____ Print Name of Offeror:					
_____ Print Name & Title of Authorized Person					
_____ Signature of Authorized Person      Date					
<b>***END OF SECTION B***</b>					

**PART 1 – THE SCHEDULE**

**SECTION C**

**DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

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**PART I - THE SCHEDULE**  
**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK**

**C.1 BACKGROUND**

The Department of Mental Health (DMH) is a cabinet level agency in the District of Columbia that reports directly to the Mayor. DMH is the State Mental Health Authority under District law. The Department of Mental Health provides emergency care and comprehensive mental health services and supports to District residents in need of the public mental health system. DMH also evaluates and treats individuals referred through the criminal justice system. DMH serves more than 17,000 adults, children and youth and their families each year through a network of community based providers and unique government delivered services. It operates Saint Elizabeths Hospital (SEH)—the District’s inpatient psychiatric facility.

**C.2 SCOPE OF SERVICES**

The District of Columbia Government, Department of Mental Health (DMH), Saint Elizabeths Hospital (SEH), seeks a Vendor to provide all labor, transportation, materials, supervision, personal protection equipment, safety equipment, dust/debris control, clean up and disposal for maintenance and repair services of all washer and dryer units located within the SEH Facility

**C.3 SPECIFIC REQUIREMENTS**

SEH has a need for a Vendor/Contractor to provide washer and dryer maintenance and repair services in various designated locations within the SEH Facility, as per the scope of service description as well as specific procedures described in the manufacturer’s repair/maintenance/operating manuals, requirements set forth in Best Practice and Standard Specifications and other applicable codes, standard engineering practices and all applicable federal regulations and laws.

The Contractor shall perform services as follows:

Be well trained and certified in all applicable areas of washer and dryer repair. Be courteous, professional, present a neat appearance and be easily recognized by wearing appropriate badges that contain the company name and repair person’s name while performing services within the compounds of SEH.

Provide the necessary materials and parts to which shall be original manufacturer products or be of an equivalent quality. The Contractor shall not use refurbished/secondhand repair parts. The Contractor shall provide the materials and repair parts at cost with manufacturer warranty on any product purchased on behalf of this contract. The Contractor shall provide details if billing cost for repair parts include mark-up. All workmanship under this Contract shall be guaranteed for 1 year.

All appliances are to be maintained superior working condition. During installation, maintenance, or removal of machines associated with this contract, work shall be performed with minimum disturbance to occupants and limited activity to only those areas requiring access to perform requested services.

**C.4 VENDOR REQUIREMENTS**

The Contractor shall be responsible for documenting individual records for the machines including manufacturer name, model, serial number, location of machine in SEH Facility and repair cost.

The Contractor shall coordinate all work schedules with the Contracting Officer Technical Representative (COTR) or a designated SEH Facilities Manager. The Contractor shall provide the COTR with an annual Preventive Maintenance Schedule for all appliances and provide on-call services for all washer and dryer machines.

All repairs performed inside the facilities shall be performed during the hours of 8:00 a.m. through 5:00 p.m., Monday through Friday. Holidays and weekends are exempted. Work on holidays and weekends must be requested by the Contractor at least forty-eight (48) hours in advance and approved by the Facilities and Environment (FED) Manager, COTR or the Facilities Systems Specialist prior to performing work, unless it is an authorized emergency.

The Contractor is to perform on call repair services only on units that have been requested by the COTR. The Contractor must be able to perform services within 10 days of this Contract award.

All of the work that will be performed inside of the SEH buildings shall be performed in accordance with all applicable codes and standards to include the Hospital's policies and procedures. Dust/fume control measures shall be applied where applicable to reduce negative impact to nearby work areas.

The Contractor shall clean the area where maintenance/repair has taken place and leave in a clean and orderly manner. Upon completion of the work, the Contractor shall remove, and dispose of all protection items, tools, discarded equipment, excess materials and debris from the job site without any delay off of St. Elizabeths Hospital Campus prior to final acceptance of the work. The Contractor shall not utilize any dumpster on the grounds of the SEH for the disposal of any debris or discarded equipment, materials, and or supplies generated from the performance of the Contract.

The Contractor shall exercise extreme caution and care to avoid and prevent any damages to adjacent equipment, surfaces, and existing structures which are excluded from the Scope of Work. Any and all damages to such adjacent equipment, surfaces, and existing structures shall be fully restored or replaced by the Contractor at no cost to the District Government within five (5) working days.

Prior to making repairs in excess of \$500.00 on any single appliance per contract year, the Contractor must stop work prior to exceeding this amount on any single appliance and notify the COTR and report on the machine's condition.

After the Contractor complete repairs, it will be tested to ensure it is properly working and the Contractor shall demonstrate this to the COTR or designated Site Representative prior to leaving the SEH premises. The Contractor shall obtain signature of the COTR or designated Site Representative on the service invoice in order to be paid for the repair or maintenance service.

The Contractor shall submit monthly invoices to the DMH Accounts Payable Office by email, mail or fax for services receive under this contract as detailed in Section G of this Contract.

The Contractor shall provide services described in this Contract to the following washer and dryer machines listed below and any other washer and dryer machine in the SEH Facility that may become modified to this Contract. An updated list of washer and dryer machines will be provided to the Contractor once per year. Maintenance and repair services (Inspect, assess and repairs) are to be performed to the following list of washer and dryer machines located in the SEH Facility but not limited to the description below per the respective manufacturer's recommendations:

SEH Current List 38 Washer/Dryer Machines and reported conditions:

**Type 1 Washer Machine (24 machines) – Speed Queen Model: LTSAOAWN**

- Leaks
- Draining problems
- Cleaning the pump
- Lubricating the motor
- Filling Issues
- Spinning or agitating malfunctions
- Starting difficulties
- Water pump repairs
- Lid switches
- Timers
- Water inlet valves
- Drive belt replacement
- Preventive Maintenance
- Repair or replacement of latches and knobs
- Connectors
- Circuitry relating to unit

**Type 2 Drying Machine (12 machines) – Speed Queen Model: STT30EQTQIG2W02**

- Thermostat repair
- Heating elements
- Door gaskets and switches
- Timers

- Drum belts
- Drum bearings
- Motor replacements
- Overheating dryers
- Removal of build ups or lint
- Lubrication of motor
- Vent replacement
- Preventive maintenance
- Repair or replacement of lint screen
- Repair or replacement of latches and knobs

**Type 3 Washer\Dryer Stack (2 Machines) – General Electric Model: WSM2420D3WW  
& WSM2420D3**

- Thermostat repair
- Heating elements
- Door gaskets and switches
- Repair or replacement of latches and knobs
- Repair or replacement of lint screen
- Timers
- Drum belts
- Drum bearings
- Motor replacements
- Overheating dryers
- Removal of build ups or lint
- Lubrication of motor
- Vent replacement
- Preventive maintenance
- Leaks
- Draining problems
- Cleaning the pump
- Lubricating the motor
- Filling Issues
- Spinning or agitating malfunctions
- Starting difficulties
- Water pump repairs
- Lid switches
- Timers
- Water inlet valves
- Drive belt replacement

**C.5 CONTRACTOR QUALIFICATIONS**

Only qualified Vendors shall respond to this solicitation. A preferred qualified vendor shall possess the following credentials, skills and experience:

C.5.1 Maintain and provide proof of current National Appliance Service Technician Certification (NASTEC)

C.5.2 Factory trained and EPA Certified Technicians.

C.5.3 Fully Licensed and Bonded Technicians

C.5.4 Possess at least 10 years of experience in repair washer and dryer machines with 5 years of commercial laundry systems repair/maintenance services.

**C.6 STANDARD OF PERFORMANCE**

C.6.1 The Contractor shall at all times, while acting in good faith and in the best interests of the DMH, use its best efforts and exercise all due care and sound business judgment in performing its duties under this contract. The Contractor shall also, at all times, comply with DMH operations policies, procedures and directives while performing the duties specified in this contract.

C.6.2 The Entire Saint Elizabeths Hospital Campus is designated as a smoke and tobacco-free facility. Smoking is not allowed anywhere on the grounds and inside the hospital facilities.

C.6.3 Appropriate picture identification must be presented to Security prior to entering the Saint Elizabeths Hospital Facility.

**C.7 ECONOMIC PURCHASE QUANTITY**

The Contractor shall exercise every effort to provide supplies, materials and equipment necessary to perform services of this Contract using economic purchase quantities to provide significantly reduced cost to the District Government.

**C.8 CONFIDENTIALITY**

C.8.1 Contractor shall maintain the confidentiality and privacy of all identifying information concerning DMH clients in accordance with the confidentiality law, the privacy rule (the requirements and restrictions contained in 45 CFR part 160 and part 164, subparts A and E, as modified by any District of Columbia laws, including the Mental Health Information Act of 1978, that may have preemptive effect by operation of 45 CFR part 160, subpart B) and Section H.2 of this Contract.

C.8.2 HIPPA ACT – Confidential Information

Privacy Rule. "Privacy Rule" shall mean the requirements and restrictions contained in 45 CFR part 160 and part 164, subparts A and E, as modified by any District of Columbia laws, including the Mental Health Information Act of 1978, that may have preemptive effect by operation of 45 CFR part 160, subpart B.

"Protected information" shall include "protected health information" as defined in 45 CFR 164.501, limited to the protected health information created or received by Business Associate from or on behalf of DMH, information required to be kept confidential pursuant to the confidentiality law, and confidential information concerning DMH or its employees.

"Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by the Business Associate from or on behalf of DMH.

"Required by law" shall have the same meaning as the term "required by law" in 45 CFR 164.501, except to the extent District of Columbia laws have preemptive effective by operation of 45 CFR part 160, subpart B, or, regarding other protected information, required by District or federal law.

**\*\*\*END OF SECTION C\*\*\***

**PART 1: THE SCHEDULE**

**SECTION D - PACKAGING AND MARKING**

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**SECTION D: PACKAGING AND MARKING**

- D.1** The packaging and marking requirements for this contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007. (Attachment J.1)

**\*\*END OF SECTION D\*\***

**PART I: THE SCHEDULE**

**SECTION E - INSPECTION AND ACCEPTANCE**

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**PART 1: THE SCHEDULE**

**SECTION E - INSPECTION AND ACCEPTANCE**

**E-1 INSPECTION AND ACCEPTANCE**

The inspection and acceptance requirements for this contract shall be governed by clause number clause number six (6), Inspection of Services of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007. (Attachment J.1)

**\*\*\* END OF SECTION E \*\*\***

**PART I: THE SCHEDULE**

**SECTION F - DELIVERY and PERFORMANCE**

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## **SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES**

### **F.1 TERM OF CONTRACT**

The term of the contract shall be for a Period of Performance (POP) from Date of Award (Base Year) with Four (4), One (1) Year Options as specified in Section B.

### **F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT**

**F.2.1** The District may extend the term of this contract by written notice to the Contractor before the expiration of the contract; provided that the District shall give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The Exercise of any Option Period is at the sole and absolute discretion of DMH based upon providing satisfactory performance of required services within the Terms and Conditions of the Contract, along with being subjected to the availability of funds at the time of exercising of any Option Period. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

**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 Section B of the Contract.

### **F.3 DELIVERABLES**

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the respective **Contract Administrator (CA)/Contracting Officer's Technical Representative (COTR)** identified in section G.9.7 in accordance with the requirements described in Schedule C.

**F.3.1** The Contractor shall submit to the District, as a deliverable, the report described in section H.6.5 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.3.2.

**\*\*\* END OF SECTION F \*\*\***

**PART I: THE SCHEDULE**

**SECTION G - CONTRACT ADMINISTRATION**

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## SECTION G: CONTRACT ADMINISTRATION

### **G.1 INVOICE PAYMENT**

- G.1.1 The District shall 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.1.2 The District shall pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

### **G.2 INVOICE SUBMITTAL**

- G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the DMH Chief Financial Officer (DMH/CFO) with concurrent copies to the CA/COTR specified in Section G.9.7. The address of the DMH/CFO is:

Department of Mental Health  
Accounts Payable Office  
64 New York Ave., NE, 6<sup>th</sup> Floor  
Washington, DC 20002  
or

E-mail invoices to: [dmh.ap@dc.gov](mailto:dmh.ap@dc.gov)

- G.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
  - G.2.2.1 Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
  - G.2.2.2 Contract number and invoice number;
  - G.2.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
  - G.2.2.4 Other supporting documentation or information, as required by the Contracting Officer;
  - G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
  - G.2.2.6 Name, title, phone number of person preparing the invoice;

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

G.2.2.8 Authorized signature.

### **G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.6.5

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

### **G.4 PAYMENT**

Should be based upon Section B (Price Schedules).

### **G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

G.5.1 In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.

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 THE QUICK PAYMENT CLAUSE**

G.6.1 Interest Penalties to Contractors

G.6.1.1 The District shall pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, 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 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:

- a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> day after the required payment date for any other item.

G.6.1.2 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.6.2 Payments to Sub-contractors

G.6.2.1 The Contractor must 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 this contract:

- a) Pay the sub-contractor for the proportionate share of the total payment received from the District that is attributable to the sub-contractor for work performed under the contract; or
- b) Notify the District and the sub-contractor, in writing, of the Contractor's intention to withhold all or part of the sub-contractor's payment and state the reason for the nonpayment.

G.6.2.2 The Contractor must pay any sub-contractor or supplier interest penalties on amounts due to the sub-contractor 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 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:

- a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> day after the required payment date for any other item.

G.6.2.3 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.6.2.4 A dispute between the Contractor and sub-contractor relating to the amounts or entitlement of a sub-contractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

#### G.6.3 Subcontract requirements

G.6.3.1 The Contractor shall include in each subcontract under this contract a provision requiring the sub-contractor to include in its contract with any lower-tier sub-contractor or supplier the

payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

**G.7 CONTRACTING OFFICER (CO)**

Contracts shall be entered into and signed on behalf of the District only by Contracting Officers (CO). The contact information for the DMH Contracting Officer is:

Samuel J. Feinberg, CPPO, CPPB  
Director, Contracts and Procurement  
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**G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

G.8.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.

G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.

G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change shall be considered to have been made without authority and no adjustment shall be made in the contract price to cover any cost increase incurred as a result thereof.

**G.9 THE CONTRACTING OFFICER’S TECHNICAL REPRESENTATIVE (COTR)**

G.9.1 The COTR is responsible for general administration of the contract and advising the CO 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:

G.9.2 Keeping the Director/ACCO fully informed of any technical or contractual difficulties encountered during the performance period and advising the Director/ACCO of any potential problem areas under the contract;

G.9.3 Coordinating site entry for Contractor personnel, if applicable;

G.9.4 Reviewing invoices for completed work and recommending approval by the Director/ACCO if the Contractor’s costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

- G.9.5 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
- G.9.6 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- G.9.7 The address and telephone number of the COTR is as follows:

*Margaret J. Desper*

Facilities Systems Specialist

Saint Elizabeths Hospital

1100 Alabama Ave S.E

Washington D.C 20032

Facilities & Environment Office: (202) 299-5700

Email: [Margaret.desper@dc.gov](mailto:Margaret.desper@dc.gov)

[www.dmh.dc.gov](http://www.dmh.dc.gov)

- G.9.8 The COTR shall NOT have the authority to:
  - 1. Award, agree to, or sign any contract, delivery order or task order. Only the Director/ACCO shall make contractual agreements, commitments or modifications;
  - 2. Grant deviations from or waive any of the terms and conditions of the contract;
  - 3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
  - 4. Authorize the expenditure of funds by the Contractor;
  - 5. Change the period of performance; or
  - 6. Authorize the use of District property, except as specified under the contract.
- G.9.9 The Contractor shall be fully responsible for any changes not authorized in advance, in writing, by the Director/ACCO; 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.

**\*\*\* END OF SECTION G \*\*\***

**PART I: THE SCHEDULE**

**SECTION H - SPECIAL CONTRACT REQUIREMENTS**

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## **SECTION H: SPECIAL CONTRACT REQUIREMENTS**

### **H.1 LIQUIDATED DAMAGES**

H.1.1 When the Contractor fails to perform the tasks required under this Contract, DMH shall notify the Contractor in writing of the specific task deficiencies with a scheduled meeting and a Notice to Cure document with a cure period of Not To Exceed Ten (10) Business Days. Upon receiving the Notice to cure document, the Contractor shall provide DMH with their assessment of the identified deficiencies in order to reach an agreement on a proactive plan to resolve the matter. The assessment of Liquidated Damages as determined by the Director, Contracts and Procurement/Agency Chief Contracting officer shall be in an amount of \$50.00 per day against the Contractor until such time that the Contracts has cured its deficiencies and is able to satisfactorily perform the tasks required under this Contract.

H.1.2 When the Contractor is unable to cure its deficiencies in a timely manner and DMH requires a replacement Contractor to perform the required services, the Contractor shall be liable for Liquidated Damages accruing until the time DMH is able to award said contract to a qualified responsive and responsible Contractor. Additionally, if the Contractor is found to be in default of said Contract under the Default Clause of the Standard Contract Provisions, the original Contractor is completely liable for any and all total cost differences between their Contract and the new Contract awarded by DMH to the replacement Contractor.

### **H.2 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

H.2.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

H.2.2 At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

H.2.3 The Contractor shall negotiate an Employment Agreement with the Department of Employment Services ("DOES") for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

### **H.3 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the Wage Determination No. 2005-2081, dated 09/01/2010, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

#### **H.4 PUBLICITY**

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

#### **H.5 FREEDOM OF INFORMATION ACT**

The District of Columbia 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 CA who shall 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 CA shall forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility shall determine the release of the records. The District shall 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*.

#### **H.6 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**

H.6.1 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”).

H.6.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.4) in which the Contractor shall agree that:

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

H.6.3 The Contractor shall submit to DOES, no later than the 10<sup>th</sup> of each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;

- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
  - (a) Name;
  - (b) Social security number;
  - (c) Job title;
  - (d) Hire date;
  - (e) Residence; and
  - (f) Referral source for all new hires.

H.6.4 If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.6.5 With the submission of the Contractor's final request for payment from the District, the Contractor shall:

- (1) Document in a report to the CO its compliance with section H.6.4 of this clause; or
- (2) Submit a request to the CO for a waiver of compliance with section H.6.4 and include the following documentation:
  - (a) Material supporting a good faith effort to comply;
  - (b) Referrals provided by DOES and other referral sources;
  - (c) Advertisement of job openings listed with DOES and other referral sources; and
  - (d) Any documentation supporting the waiver request pursuant to section H.6.6.

H.6.6 The DIRECTOR/ACCO may waive the provisions of section H.6.4 if the DIRECTOR/ACCO finds that:

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

H.6.7 Upon receipt of the Contractor's final payment request and related documentation pursuant to sections H.6.5 and H.6.6, the DIRECTOR/ACCO shall determine whether the Contractor is in compliance with section H.6.4 or whether a waiver of compliance pursuant to section H.6.6 is justified. If the DIRECTOR/ACCO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the DIRECTOR/ACCO shall, within two business days of

making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

**H.6.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.6.5, or deliberate submission of falsified data, may be enforced by the DIRECTOR/ACCO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in this contract any decision of the DIRECTOR/ACCO pursuant to this section H.6.8.

**H.6.9** The provisions of sections H.6.4 through H.6.8 do not apply to nonprofit organizations.

**H.7 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.**

During the performance of the contract, the Contractor and any of its sub-contractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 *et seq.*

**H.8 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

During the performance of this contract, the Contractor and any of its sub-contractors 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.*

**H.9 WAY TO WORK AMENDMENT ACT OF 2006**

**H.9.1** Except as described in H.9.8 below, the Contractor shall comply with 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.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

**H.9.2** The Contractor shall pay its employees and sub-contractors who perform services under the contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

**H.9.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the sub-contractor to pay its employees who perform services under the contract no less than the current living wage rate.

**H.9.4** The DOES may adjust the living wage annually and the OCP shall publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

**H.9.5** The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and sub-contractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the sub-contractor to post the Notice in a conspicuous place in its place of business.

- H.9.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.9.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.9.8 The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
  - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
  - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
  - (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
  - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
  - (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
  - (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
  - (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
  - (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
  - (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.
- H.9.9 The Mayor may exempt a Contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

## **H.10 SUBCONTRACTING REQUIREMENTS**

### **H.10.1 Mandatory Subcontracting Requirements**

- H.10.1.1 For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.
- H.10.1.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.9.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.
- H.10.1.3 A prime Contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1 and H.9.2.

### **H.10.2 Subcontracting Plan**

If the prime Contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1. The prime Contractor responding to this solicitation which is required to subcontract shall be required to submit with its Quote, a notarized statement detailing its subcontracting plan. Quotes responding to this RFQ shall be deemed nonresponsive and shall be rejected if the Offeror is required to subcontract, but fails to submit a subcontracting plan with its Quote. Once the plan is approved by the DIRECTOR/ACCO, changes to the plan shall only occur with the prior written approval of the DIRECTOR/ACCO and the Director of DSLBD. Each subcontracting plan shall include the following:

- H.10.2.1 A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.10.2.2 A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.10.2.3 The names and addresses of all proposed sub-contractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- H.10.2.4 The name of the individual employed by the prime Contractor who shall administer the subcontracting plan, and a description of the duties of the individual;
- H.10.2.5 A description of the efforts the prime Contractor shall make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises shall have an equitable opportunity to compete for subcontracts;

- H.10.2.6 In all subcontracts that offer further subcontracting opportunities, assurances that the prime Contractor shall include a statement, approved by the contracting officer, that the sub-contractor shall adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- H.10.2.7 Assurances that the prime Contractor shall cooperate in any studies or surveys that may be required by the Director/ACCO and submit periodic reports, as requested by the Director/ACCO, to allow the District to determine the extent of compliance by the prime Contractor with the subcontracting plan;
- H.10.2.8 A list of the type of records the prime Contractor shall maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan and assurances that the prime Contractor shall make such records available for review upon the District's request; and
- H.10.2.9 A description of the prime Contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises and to award subcontracts to them.
- H.10.3 **Subcontracting Plan Compliance Reporting.** If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the Director/ACCO and the Director of DSLBD, no later than the 21<sup>st</sup> of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:
  - H.10.3.1 The dollar amount of the contract or procurement;
  - H.10.3.2 A brief description of the goods procured or the services contracted for;
  - H.10.3.3 The name of the business enterprise from which the goods were procured or services contracted;
  - H.10.3.4 Whether the sub-contractors to the contract are currently certified business enterprises;
  - H.10.3.5 The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
  - H.10.3.6 A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and
  - H.10.3.7 A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.
- H.10.4 **Sub-contractor Standards**
  - H.10.4.1 A prime Contractor shall ensure that sub-contractors meet the criteria for responsibility described in D.C. Official Code § 2-353.01.

**H.10.5 Enforcement and Penalties for Breach of Subcontracting Plan**

- H.10.5.1 If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the Director/ACCO determines the Contractor's failure to be a material breach of the contract, the Director/ACCO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.
- H.10.5.2 There shall be a rebuttable presumption that a Contractor willfully breached its approved subcontracting plan if the Contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.
- H.10.5.3 A Contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the Contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

**\*\*\* END OF SECTION H \*\*\***

**PART II: CONTRACT CLAUSES**

**SECTION I – CONTRACT CLAUSES**

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## **SECTION I: CONTRACT CLAUSES**

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

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (“SCP”) are incorporated as part of the contract. To obtain a copy of the SCP go to [www.ocp.dc.gov](http://www.ocp.dc.gov), click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

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

Continuation of this contract beyond the end of the current fiscal year (September 30, 2012) is contingent upon future fiscal appropriations.

### **I.3 CONFIDENTIALITY OF INFORMATION**

The Contractor shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the District and federal laws governing the confidentiality of records.

### **I.4 TIME**

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

### **I.5 RIGHTS IN DATA**

**I.5.1** “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

**I.5.2** The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.5.3** The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District shall have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed shall be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

**I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless

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

**RESTRICTED RIGHTS LEGEND**

Use, duplication, or disclosure is subject to restrictions stated in Contract No. \_\_\_\_\_ with (Contractor's Name); and

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

**I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the CO is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

**I.5.9** Whenever any data, including computer software, are to be obtained from a sub-contractor under this contract, the Contractor shall use this clause, I.5, 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 sub-contractor data or computer software which is required for the District.

**I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

**I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out

of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.5.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

#### I.6 OTHER CONTRACTORS

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

#### I.7 SUBCONTRACTS

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

#### I.8 INSURANCE

- A. GENERAL REQUIREMENTS. The Contractor 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-VIII or higher. The Contractor shall require all of its sub-contractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or 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.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent Contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide 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.

- B. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. **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.**
- D. **CONTRACTOR'S PROPERTY.** Contractor and sub-contractors 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.
- E. **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.

F. NOTIFICATION. The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or shall be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.

G. 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. Evidence of insurance shall be submitted to:

Samuel J. Feinberg, CPPO, CPPB  
Director, Contracts and Procurement  
Agency Chief Contracting Officer  
Department of Mental Health  
609 H Street, NE, 4<sup>th</sup> Floor  
Washington, DC 20002  
(202) 671-3188 – Office      Email: [Samuel.feinberg@dc.gov](mailto:Samuel.feinberg@dc.gov)

H. 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 sub-contractors in the performance of this contract.

**I.9 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor’s Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.3. An award cannot be made to any Offeror who has not satisfied the equal employment requirements.

**I.10 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS**

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the CO.

**I.11 GOVERNING LAW**

This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

**I.12 ORDER OF PRECEDENCE**

The Contract awarded as a result of this RFQ shall contain the following clause:

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) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) RFQ, as amended
- (6) BAFOs (in order of most recent to earliest)
- (7) Quote

**\*\*\* END OF SECTION I \*\*\***

**PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J: LIST OF ATTACHMENTS**

The following list of attachments is incorporated into the solicitation by reference.

Attachment Number	Document
J.1	<b>Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Solicitation Attachments”</b>
J.2	<b>U.S. Department of Labor Wage Determination 2005-2081, dated 09/01/2010 (Separately Attached)</b>
J.3	<b>Office of Local Business Development Equal Employment Opportunity Information Report and Mayor’s Order 85-85 available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Solicitation Attachments”</b>
J.4	<b>Department of Employment Services First Source Employment Agreement available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Solicitation Attachments”</b>
J.5	Settlement Agreement dated September 8, 2011 In Dixon, et al. v Gray, et al., ca 74-285 (TFH) (Dixon Settlement Agreement) (Double click on link) (22 PAGES) <a href="http://www.dmh.dc.gov/dmh/frames.asp?doc=/dmh/lib/dmh/pdf/DixonSettlementAgreement/Settlement%20Agreement.pdf">http://www.dmh.dc.gov/dmh/frames.asp?doc=/dmh/lib/dmh/pdf/DixonSettlementAgreement/Settlement Agreement.pdf</a>
J.6	Way to Work Amendment Act of 2006 (See Section H.8)
J.7	Tax Certification Affidavit (Separately Attached)
J.8	Bidder/Offeror Certifications available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Solicitation Attachments”
J.9	Vendors with Contracts that exceed \$250,000 should go to the following website to <u>R</u> Click on <a href="http://dslbd.dc.gov">http://dslbd.dc.gov</a> , go to CBE Firms Listing and obtain information and forms to meet subcontracting plan requirement.

**\*\*\* END OF SECTION J \*\*\***

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**SECTION J ATTACHMENTS:**

**J.2 U.S. DEPARTMENT OF LABOR WAGE DETERMINATION**

**J.7 TAX CERTIFICATION AFFIDAVIT**

J.2

WD 05-2081 (Rev.-10) was first posted on www.wdol.gov on 09/07/2010

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
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Shirley F. Ebbesen Director		Wage Determination No.: 2005-2081 Revision No.: 10 Date Of Revision: 09/01/2010
Division of Wage Determinations		

State: Colorado

Area: Colorado Counties of Adams, Arapahoe, Boulder, Broomfield, Clear Creek, Denver, Douglas, Elbert, Gilpin, Grand, Jackson, Jefferson, Logan, Morgan, Park, Phillips, Sedgwick, Summit, Washington, Weld, Yuma

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.16
01012 - Accounting Clerk II		16.44
01013 - Accounting Clerk III		18.38
01020 - Administrative Assistant		26.31
01040 - Court Reporter		19.59
01051 - Data Entry Operator I		14.06
01052 - Data Entry Operator II		15.35
01060 - Dispatcher, Motor Vehicle		19.37
01070 - Document Preparation Clerk		14.55
01090 - Duplicating Machine Operator		14.55
01111 - General Clerk I		13.39
01112 - General Clerk II		14.61
01113 - General Clerk III		16.40
01120 - Housing Referral Assistant		21.75
01141 - Messenger Courier		13.02
01191 - Order Clerk I		14.93
01192 - Order Clerk II		16.29
01261 - Personnel Assistant (Employment) I		16.67
01262 - Personnel Assistant (Employment) II		18.65
01263 - Personnel Assistant (Employment) III		20.79
01270 - Production Control Clerk		22.33
01280 - Receptionist		14.27
01290 - Rental Clerk		15.53
01300 - Scheduler, Maintenance		17.15
01311 - Secretary I		17.15
01312 - Secretary II		19.19
01313 - Secretary III		21.75
01320 - Service Order Dispatcher		14.37
01410 - Supply Technician		26.31
01420 - Survey Worker		17.77
01531 - Travel Clerk I		13.55
01532 - Travel Clerk II		14.20
01533 - Travel Clerk III		15.19
01611 - Word Processor I		14.15
01612 - Word Processor II		15.88
01613 - Word Processor III		17.77
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		26.19
05010 - Automotive Electrician		20.43

05040 - Automotive Glass Installer	19.36
05070 - Automotive Worker	19.36
05110 - Mobile Equipment Servicer	17.61
05130 - Motor Equipment Metal Mechanic	20.82
05160 - Motor Equipment Metal Worker	19.36
05190 - Motor Vehicle Mechanic	20.82
05220 - Motor Vehicle Mechanic Helper	16.41
05250 - Motor Vehicle Upholstery Worker	19.36
05280 - Motor Vehicle Wrecker	19.36
05310 - Painter, Automotive	19.69
05340 - Radiator Repair Specialist	19.36
05370 - Tire Repairer	14.98
05400 - Transmission Repair Specialist	20.82
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.52
07041 - Cook I	13.06
07042 - Cook II	15.10
07070 - Dishwasher	9.69
07130 - Food Service Worker	10.90
07210 - Meat Cutter	15.13
07260 - Waiter/Waitress	10.65
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.06
09040 - Furniture Handler	15.90
09080 - Furniture Refinisher	19.06
09090 - Furniture Refinisher Helper	15.90
09110 - Furniture Repairer, Minor	18.10
09130 - Upholsterer	19.06
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.08
11060 - Elevator Operator	11.08
11090 - Gardener	18.19
11122 - Housekeeping Aide	12.46
11150 - Janitor	12.01
11210 - Laborer, Grounds Maintenance	14.67
11240 - Maid or Houseman	9.16
11260 - Pruner	13.16
11270 - Tractor Operator	17.30
11330 - Trail Maintenance Worker	14.67
11360 - Window Cleaner	13.37
12000 - Health Occupations	
12010 - Ambulance Driver	18.18
12011 - Breath Alcohol Technician	20.66
12012 - Certified Occupational Therapist Assistant	19.48
12015 - Certified Physical Therapist Assistant	18.75
12020 - Dental Assistant	18.55
12025 - Dental Hygienist	36.80
12030 - EKG Technician	24.05
12035 - Electroneurodiagnostic Technologist	24.05
12040 - Emergency Medical Technician	18.18
12071 - Licensed Practical Nurse I	18.46
12072 - Licensed Practical Nurse II	20.66
12073 - Licensed Practical Nurse III	23.03
12100 - Medical Assistant	15.94
12130 - Medical Laboratory Technician	17.47
12160 - Medical Record Clerk	16.12
12190 - Medical Record Technician	18.04
12195 - Medical Transcriptionist	18.73
12210 - Nuclear Medicine Technologist	36.64
12221 - Nursing Assistant I	11.78
12222 - Nursing Assistant II	13.25

12223 - Nursing Assistant III	14.46
12224 - Nursing Assistant IV	16.23
12235 - Optical Dispenser	20.66
12236 - Optical Technician	18.46
12250 - Pharmacy Technician	15.81
12280 - Phlebotomist	16.23
12305 - Radiologic Technologist	26.85
12311 - Registered Nurse I	29.98
12312 - Registered Nurse II	36.67
12313 - Registered Nurse II, Specialist	36.67
12314 - Registered Nurse III	43.96
12315 - Registered Nurse III, Anesthetist	43.96
12316 - Registered Nurse IV	53.17
12317 - Scheduler (Drug and Alcohol Testing)	27.05
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.46
13012 - Exhibits Specialist II	22.87
13013 - Exhibits Specialist III	27.97
13041 - Illustrator I	20.05
13042 - Illustrator II	23.10
13043 - Illustrator III	28.26
13047 - Librarian	28.29
13050 - Library Aide/Clerk	15.88
13054 - Library Information Technology Systems Administrator	25.55
13058 - Library Technician	17.64
13061 - Media Specialist I	18.43
13062 - Media Specialist II	20.62
13063 - Media Specialist III	22.99
13071 - Photographer I	16.85
13072 - Photographer II	18.85
13073 - Photographer III	23.36
13074 - Photographer IV	28.57
13075 - Photographer V	34.56
13110 - Video Teleconference Technician	18.26
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.81
14042 - Computer Operator II	19.93
14043 - Computer Operator III	22.21
14044 - Computer Operator IV	24.69
14045 - Computer Operator V	28.56
14071 - Computer Programmer I	24.31
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	17.81
14160 - Personal Computer Support Technician	24.69
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	35.58
15020 - Aircrew Training Devices Instructor (Rated)	43.06
15030 - Air Crew Training Devices Instructor (Pilot)	49.15
15050 - Computer Based Training Specialist / Instructor	35.58
15060 - Educational Technologist	31.17
15070 - Flight Instructor (Pilot)	49.15
15080 - Graphic Artist	21.93
15090 - Technical Instructor	21.99
15095 - Technical Instructor/Course Developer	26.89
15110 - Test Proctor	17.74

15120 - Tutor	17.74
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.84
16030 - Counter Attendant	9.84
16040 - Dry Cleaner	12.71
16070 - Finisher, Flatwork, Machine	9.84
16090 - Presser, Hand	9.84
16110 - Presser, Machine, Drycleaning	9.84
16130 - Presser, Machine, Shirts	9.84
16160 - Presser, Machine, Wearing Apparel, Laundry	9.84
16190 - Sewing Machine Operator	13.57
16220 - Tailor	14.48
16250 - Washer, Machine	10.93
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.32
19040 - Tool And Die Maker	21.57
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.96
21030 - Material Coordinator	22.33
21040 - Material Expediter	22.33
21050 - Material Handling Laborer	17.36
21071 - Order Filler	13.44
21080 - Production Line Worker (Food Processing)	14.96
21110 - Shipping Packer	15.20
21130 - Shipping/Receiving Clerk	15.20
21140 - Store Worker I	11.90
21150 - Stock Clerk	15.99
21210 - Tools And Parts Attendant	16.28
21410 - Warehouse Specialist	14.96
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.73
23021 - Aircraft Mechanic I	27.10
23022 - Aircraft Mechanic II	28.53
23023 - Aircraft Mechanic III	29.70
23040 - Aircraft Mechanic Helper	19.22
23050 - Aircraft, Painter	25.80
23060 - Aircraft Servicer	22.49
23080 - Aircraft Worker	24.13
23110 - Appliance Mechanic	22.34
23120 - Bicycle Repairer	14.98
23125 - Cable Splicer	30.57
23130 - Carpenter, Maintenance	19.40
23140 - Carpet Layer	18.72
23160 - Electrician, Maintenance	24.90
23181 - Electronics Technician Maintenance I	22.14
23182 - Electronics Technician Maintenance II	23.65
23183 - Electronics Technician Maintenance III	25.12
23260 - Fabric Worker	20.52
23290 - Fire Alarm System Mechanic	21.09
23310 - Fire Extinguisher Repairer	18.97
23311 - Fuel Distribution System Mechanic	23.46
23312 - Fuel Distribution System Operator	18.97
23370 - General Maintenance Worker	19.16
23380 - Ground Support Equipment Mechanic	27.10
23381 - Ground Support Equipment Servicer	22.49
23382 - Ground Support Equipment Worker	24.13
23391 - Gunsmith I	17.13
23392 - Gunsmith II	19.81
23393 - Gunsmith III	22.48
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.73

23411 - Heating, Ventilation And Air Contditiuning Mechanic (Research Facility)	23.92
23430 - Heavy Equipment Mechanic	22.05
23440 - Heavy Equipment Operator	20.98
23460 - Instrument Mechanic	28.48
23465 - Laboratory/Shelter Mechanic	21.17
23470 - Laborer	13.87
23510 - Locksmith	20.97
23530 - Machinery Maintenance Mechanic	23.43
23550 - Machinist, Maintenance	19.33
23580 - Maintenance Trades Helper	15.26
23591 - Metrology Technician I	28.48
23592 - Metrology Technician II	29.91
23593 - Metrology Technician III	31.16
23640 - Millwright	22.48
23710 - Office Appliance Repairer	21.44
23760 - Painter, Maintenance	17.84
23790 - Pipefitter, Maintenance	24.59
23810 - Plumber, Maintenance	21.93
23820 - Pneudraulic Systems Mechanic	22.48
23850 - Rigger	22.48
23870 - Scale Mechanic	19.81
23890 - Sheet-Metal Worker, Maintenance	19.85
23910 - Small Engine Mechanic	17.92
23931 - Telecommunications Mechanic I	27.08
23932 - Telecommunications Mechanic II	28.50
23950 - Telephone Lineman	23.34
23960 - Welder, Combination, Maintenance	19.79
23965 - Well Driller	20.88
23970 - Woodcraft Worker	22.48
23980 - Woodworker	17.13
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.69
24580 - Child Care Center Clerk	14.17
24610 - Chore Aide	10.52
24620 - Family Readiness And Support Services Coordinator	15.93
24630 - Homemaker	16.29
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.70
25040 - Sewage Plant Operator	22.79
25070 - Stationary Engineer	24.70
25190 - Ventilation Equipment Tender	17.33
25210 - Water Treatment Plant Operator	22.79
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.94
27007 - Baggage Inspector	13.19
27008 - Corrections Officer	23.36
27010 - Court Security Officer	27.27
27030 - Detection Dog Handler	21.32
27040 - Detention Officer	24.05
27070 - Firefighter	29.32
27101 - Guard I	13.19
27102 - Guard II	21.32
27131 - Police Officer I	29.14
27132 - Police Officer II	32.39
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.08
28042 - Carnival Equipment Repairer	14.10
28043 - Carnival Equipment Worker	10.23
28210 - Gate Attendant/Gate Tender	15.14

28310 - Lifeguard	11.73
28350 - Park Attendant (Aide)	16.75
28510 - Recreation Aide/Health Facility Attendant	12.36
28515 - Recreation Specialist	16.28
28630 - Sports Official	13.49
28690 - Swimming Pool Operator	17.05
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.50
29020 - Hatch Tender	23.50
29030 - Line Handler	23.50
29041 - Stevedore I	21.91
29042 - Stevedore II	25.48
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.39
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.47
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.16
30021 - Archeological Technician I	19.40
30022 - Archeological Technician II	21.70
30023 - Archeological Technician III	26.89
30030 - Cartographic Technician	26.41
30040 - Civil Engineering Technician	24.61
30061 - Drafter/CAD Operator I	18.45
30062 - Drafter/CAD Operator II	20.65
30063 - Drafter/CAD Operator III	23.84
30064 - Drafter/CAD Operator IV	31.50
30081 - Engineering Technician I	18.44
30082 - Engineering Technician II	20.69
30083 - Engineering Technician III	23.15
30084 - Engineering Technician IV	28.69
30085 - Engineering Technician V	35.09
30086 - Engineering Technician VI	42.45
30090 - Environmental Technician	24.08
30210 - Laboratory Technician	21.37
30240 - Mathematical Technician	26.62
30361 - Paralegal/Legal Assistant I	19.46
30362 - Paralegal/Legal Assistant II	24.11
30363 - Paralegal/Legal Assistant III	29.49
30364 - Paralegal/Legal Assistant IV	35.68
30390 - Photo-Optics Technician	26.62
30461 - Technical Writer I	26.26
30462 - Technical Writer II	32.12
30463 - Technical Writer III	38.86
30491 - Unexploded Ordnance (UXO) Technician I	24.40
30492 - Unexploded Ordnance (UXO) Technician II	29.52
30493 - Unexploded Ordnance (UXO) Technician III	35.38
30494 - Unexploded (UXO) Safety Escort	24.40
30495 - Unexploded (UXO) Sweep Personnel	24.40
30620 - Weather Observer, Combined Upper Air Or (see 2)	23.84
Surface Programs	
30621 - Weather Observer, Senior (see 2)	26.41
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.89
31030 - Bus Driver	15.89
31043 - Driver Courier	14.49
31260 - Parking and Lot Attendant	9.13
31290 - Shuttle Bus Driver	15.55
31310 - Taxi Driver	12.89
31361 - Truckdriver, Light	15.55
31362 - Truckdriver, Medium	19.65
31363 - Truckdriver, Heavy	20.37
31364 - Truckdriver, Tractor-Trailer	20.37

99000 - Miscellaneous Occupations	
99030 - Cashier	10.78
99050 - Desk Clerk	10.42
99095 - Embalmer	23.94
99251 - Laboratory Animal Caretaker I	10.92
99252 - Laboratory Animal Caretaker II	11.74
99310 - Mortician	24.19
99410 - Pest Controller	20.41
99510 - Photofinishing Worker	12.03
99710 - Recycling Laborer	18.59
99711 - Recycling Specialist	22.42
99730 - Refuse Collector	16.70
99810 - Sales Clerk	12.60
99820 - School Crossing Guard	12.64
99830 - Survey Party Chief	22.70
99831 - Surveying Aide	12.60
99832 - Surveying Technician	20.64
99840 - Vending Machine Attendant	14.38
99841 - Vending Machine Repairer	17.05
99842 - Vending Machine Repairer Helper	14.38

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.50 per hour or \$140.00 per week or \$606.67 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the

conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual

cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

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

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



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Now In: State Minimum Wage Rates

**State Minimum Wage**

The following states will annually assess their minimum wage rates and update their posters accordingly to reflect any changes. The labor law posters are constantly updated when new rates are published and available. For your convenience, below is a listing of States that typically re-assess their minimum wage rates annually. More states may be added to the list.

Arizona, Colorado, Florida, Missouri, Montana, Ohio, Oregon, Vermont and Washington.

Below lists the minimum wage rate per state. Minimum Wage Rates will increase as a result of CPI, Federal wage increase or cost-of-living accommodation.

*Note: The rates below are for general informational purposes only and should not be used as legal or professional advice. Please contact your local state agency for more information regarding your State Minimum Wage.*

**FEDERAL MINIMUM WAGE INFORMATION**

\$5.15 - Sept. 1, 1997  
\$5.85 - July 24, 2007  
\$6.55 - July 24, 2008  
\$7.25 - July 24, 2009



**State Minimum Wage Rates**

State	Minimum Wage				State	Minimum Wage			
	2008	2009	2010	2011		2008	2009	2010	2011
Alabama	\$6.55	\$7.25	\$7.25	\$7.25	Montana	\$6.55	\$7.25	\$7.25	\$7.35 <sup>9</sup>
Alaska	\$7.15	\$7.25	\$7.75	\$7.75	Nebraska	\$6.55	\$7.25	\$7.25	\$7.25
Arizona	\$6.90	\$7.25	\$7.25	\$7.35 <sup>7</sup>	Nevada <sup>2</sup>	\$6.85	\$7.55	\$8.25	\$8.25
Arkansas	\$6.25	\$7.25	\$7.25	\$7.25	New Hampshire	\$7.25	\$7.25	\$7.25	\$7.25
California	\$8.00	\$8.00	\$8.00	\$8.00	New Jersey	\$7.15	\$7.25	\$7.25	\$7.25
Colorado	\$7.02	\$7.28	\$7.24	\$7.36 <sup>8</sup>	New Mexico	\$6.50	\$7.50	\$7.50	\$7.50
Connecticut	\$7.65	\$8.00	\$8.25	\$8.25	New York	\$7.15	\$7.25	\$7.25	\$7.25
Delaware	\$7.15	\$7.25	\$7.25	\$7.25	North Carolina	\$6.55	\$7.25	\$7.25	\$7.25
District of Columbia	\$7.55	\$8.25	\$8.25	\$8.25	North Dakota	\$6.55	\$7.25	\$7.25	\$7.25
Florida	\$6.79	\$7.25	\$7.25	\$7.25	Ohio	\$7.00	\$7.30	\$7.30	\$7.40 <sup>10</sup>
Georgia	\$6.55	\$7.25	\$7.25	\$7.25	Oklahoma	\$6.55	\$7.25	\$7.25	\$7.25
Hawaii	\$7.25	\$7.25	\$7.25	\$7.25	Oregon	\$7.95	\$8.40	\$8.40	\$8.50 <sup>11</sup>
Idaho	\$6.55	\$7.25	\$7.25	\$7.25	Pennsylvania <sup>3</sup>	\$7.15	\$7.25	\$7.25	\$7.25
Illinois	\$7.75	\$8.00	\$8.25 <sup>5</sup>	\$8.25	Puerto Rico	\$6.55	\$6.55	\$6.55	\$6.55
Indiana	\$6.55	\$7.25	\$7.25	\$7.25	Rhode Island	\$7.40	\$7.40	\$7.40	\$7.40
Iowa	\$7.25	\$7.25	\$7.25	\$7.25	South Carolina	\$6.55	\$7.25	\$7.25	\$7.25
Kansas <sup>4</sup>	\$6.55	\$2.65	\$7.25	\$7.25	South Dakota	\$6.55	\$7.25	\$7.25	\$7.25
Kentucky	\$6.55	\$7.25	\$7.25	\$7.25	Tennessee	\$5.58	\$7.25	\$7.25	\$7.25
Louisiana	\$6.55	\$7.25	\$7.25	\$7.25	Texas	\$6.55	\$7.25	\$7.25	\$7.25
Maine	\$7.25	\$7.25	\$7.50 <sup>6</sup>	\$7.50	Utah	\$6.55	\$7.25	\$7.25	\$7.25
Maryland	\$6.55	\$7.25	\$7.25	\$7.25	Vermont	\$7.68	\$8.06	\$8.06	\$8.15 <sup>12</sup>
Massachusetts	\$8.00	\$8.00	\$8.00	\$8.00	Virginia	\$6.55	\$7.25	\$7.25	\$7.25
Michigan	\$7.40	\$7.40	\$7.40	\$7.40	Washington	\$8.07	\$8.55	\$8.55	\$8.67 <sup>13</sup>
Minnesota <sup>1</sup>	\$6.15	\$6.15	\$6.15	\$6.15	West Virginia	\$7.25	\$7.25	\$7.25	\$7.25
Mississippi	\$6.55	\$7.25	\$7.25	\$7.25	Wisconsin	\$6.50	\$7.25	\$7.25	\$7.25
Missouri	\$6.65	\$7.25	\$7.25	\$7.25	Wyoming	\$6.55	\$7.25	\$7.25	\$7.25

**Updated Posters**

State and Federal Minimum Wage Rates

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<sup>1</sup> Listed rate is for companies w/more than \$625,000 gross annual volume of sales or business. Businesses with less than \$625,000 gross annual volume of sales or business will have a minimum wage rate of \$5.25.

<sup>2</sup> Listed rate is for businesses that do not offer health insurance coverage to employees and \$7.25 for businesses that offer health insurance.

<sup>3</sup> Listed rate is for businesses that employ less than 10 full-time employees.

<sup>4</sup> \$2.65 rate is for businesses with gross revenue less than \$500,000. Any businesses that have a higher gross will pay the current Federal minimum wage rate.

<sup>5</sup> Illinois 2010 state minimum wage rate is set to go into effect 07/01/2010.

<sup>6</sup> Maine 2010 state minimum wage rate is set to go into effect 10/01/2010.

<sup>7</sup> Arizona 2011 state minimum wage rate is set to go into effect 01/01/2011. Tipped wage will also increase 10 cents to \$4.35 per hour.

<sup>8</sup> Colorado 2011 state minimum wage rate is set to go into effect 01/01/2011.

<sup>9</sup> Montana 2011 state minimum wage rate is set to go into effect 01/01/2011.

<sup>10</sup> Ohio 2011 state minimum wage rate is set to go into effect 01/01/2011. Listed rate is for non-tipped employees and \$3.70 per hour for tipped employees (plus tips).

<sup>11</sup> Oregon 2011 state minimum wage rate is set to go into effect 01/01/2011.

<sup>12</sup> Vermont 2011 state minimum wage rate is set to go into effect 01/01/2011. Tipped wage will increase 4 cents to \$3.95 per hour.

<sup>13</sup> Washington 2011 state minimum wage rate is set to go into effect 01/01/2011.

\* Based on information gathered from the Department of Labor.

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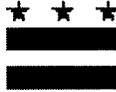
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**GOVERNMENT OF THE DISTRICT OF COLUMBIA**

**Office of the Chief Financial Officer**

**Office of Tax and Revenue**



**TAX CERTIFICATION AFFIDAVIT**

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

**Date**

**Authorized Agent  
Name of Organization/Entity  
Business Address (include zip code)  
Business Phone Number**

**Authorized Agent  
Principal Officer Name and Title  
Square and Lot Information  
Federal Identification Number  
Contract Number  
Unemployment Insurance Account No.**

I hereby authorize the District of Columbia, Office of the Chief Financial Officer, Office of Tax and Revenue to release my tax information to an authorized representative of the District of Columbia agency with which I am seeking to enter into a contractual relationship. I understand that the information released will be limited to whether or not I am in compliance with the District of Columbia tax laws and regulations solely for the purpose of determining my eligibility to enter into a contractual relationship with a District of Columbia agency. I further authorize that this consent be valid for one year from the date of this authorization.

I hereby certify that I am in compliance with the applicable tax filing and payment requirements of the District of Columbia. The Office of Tax and Revenue is hereby authorized to verify the above information with the appropriate government authorities.

**Signature of Authorizing Agent**

**Title**

The penalty for making false statement is a fine not to exceed \$5,000.00, imprisonment for not more than 180 days, or both, as prescribed by D.C. Official Code §47-4106.