

**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 64 New York Avenue, NE, 2nd FLOOR WASHINGTON, DC 20002</b>	2. PAGE OF PAGES: <b>1 OF 68</b> 3. CONTRACT NAME: Housekeeping Supplies 4. SOLICITATION NUMBER: <b>RM-13-IFB-058-BY4-SDS</b> 5. DATE ISSUED: <b>December 20, 2012</b> 6. OPENING/CLOSING TIME: <b>January 9, 2013</b>
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7. TYPE OF SOLICITATION:  <b>Invitation for Bid</b>	8. DISCOUNT FOR PROMPT PAYMENT:
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NOTE: IN SEALED BID SOLICITATION "OFFER AND THE CONTRACTOR" MEANS "BID AND BIDDER"

10. INFORMATION CALL	NAME: <b>Samuel J. Feinberg, CPPO, CPPB Director, Contracts and Procurement Agency Chief Contracting Officer</b>	TELEPHONE NUMBER:  <b>202-671-3188</b>	B. E-MAIL ADDRESS:  <a href="mailto:Samuel.Feinberg@dc.gov">Samuel.Feinberg@dc.gov</a>
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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 90 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 DMH under "AWARD" below, this offer and the provisions of the IFB/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) <b>Samuel J. Feinberg, CPPO, CPPB Director, Contracts and Procurement Agency Chief Contracting Officer</b>	19. CONTRACTING OFFICER SIGNATURE:
20. AWARD DATE:	

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

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

- B.1** The Department of Mental Health, Saint Elizabeths Hospital (SEH), is in need of a Contractor to provide Housekeeping Supplies. DMH is seeking to provide a competitive Blanket Purchase Agreement (BPA) for award to a single Bidder for the provision of both Housekeeping Supplies.
- B.2** The District contemplates award of One (1) Firm Fixed Cost Contract to provide the goods and services described in Schedule C, in accordance with 27 DCMR, Chapter 18 and 24, for a Period of Performance of One (1) Base Year with Four (4), One (1) Year Options.
- B.4** The items ordered under this BPA are covered under the Schedule B list of items in this Section. Additional housekeeping supplies shall be ordered against this Contract at comparable pricing. All orders against this BPA are subject to the terms and conditions specified in this entire Contract.
- B.5** Response to this Invitation for Bid (IFB) requires completion and signature of the Section A (Page 1), Schedule B Price Sheets (in addition to signature, all items listed on the Schedule B Price Sheets must be priced at unit level provided and must include cost per unit and extended cost. There shall be no other alterations to the Schedule B Price Sheet. Tax, EEO and First Source compliance documents included in this solicitation by reference or as an attachment shall be included with the Bid.
- B.6** Any Bidder responding to this solicitation must submit with its Bid, a notarized statement detailing any subcontracting plan as required by law. Bids responding to this IFB shall be deemed nonresponsive and shall be rejected if the Bidder fails to submit a subcontracting plan that is required by law (Attachment J.11). 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.6.
- B.7** The Contractor shall exercise every effort to provide supplies and materials necessary to perform services of this Contract using economic purchase quantities to provide significantly reduced cost to the District Government.
- B.8** **Schedule B – Pricing Sheets**

The Department of Mental Health, Saint Elizabeths Hospital (SEH), is in need of a Contractor to provide Housekeeping Supplies.

The Period of Performance of this Contract is for One (1) Base Year with Four (4), One (1) Year Options.

**B.8.1 BASE YEAR PRICING**

CLIN	SUPPLIES	Qty	Unit	Unit Price	Extended Price
0001	Bac-Cide (RTU DS)	250	Case		
0002	Bag, Plastic 33X39" 33 GAL, 3 MIL, 100/BX Black	350	Box		
0003	Bag, Plastic Water Soluble, 26X33", 100/CS	125	Case		
0004	Bag, Plastic, EX-HD-Black, 36X58" 55 GAL, 100/CS	175	Box		
0005	Bag, Red Infectious Waste (BIOMEDICAL PRINT), 24X24,250/BX	125	Box		
0006	Bag, Red Infectious Waste (BIOMEDICAL PRINT), 33GALM 33X39", 250/BX	200	Box		
0007	Bag, Vacuum	30	Case		
0008	Bags, Lawn/Leaf (16 x 12 x 35) 500/Bundle	1,000	Bundle		
0009	Bags, Standard Paper (12 x 7 x 17) 500/Bundle	1,000	Bundle		
0010	Bags, Standard Paper (7-3/4 x 4-3/4 x 16) 500/Bundle	1,000	Bundle		
0011	Break Thru, Carpet Spot Removal or Traffic lane Treatment	30	Case		
0012	Broom, Corn Upright	160	Each		
0013	Broom, Toy	60	Each		
0014	Brush, Deck Scrubbing 2 7/8 X 10	100	Each		
0015	Brush, Scrub, 2 3/4 X 8, Fiberglass W/O Handle	60	Each		
0016	Brush, Toilet, HD W/Handle, Wooden 18"	200	Each		
0017	Bucket, Mop Fiberglass, W/Wringer & Casters, 24 Quart.	100	Each		
0018	Bucket, Rubber, 10 Quart	100	Each		
0019	Bucket, Rubber, 3Quart, Black	25	Each		
0020	Cabinet For C-Fold Paper Towels	100	Each		
0021	Can, Step-On, 18 GAL	150	Each		
0022	Can, Waste Receptacle, W/Cover (FLIP LID), 44GAL	40	Each		
0023	Cleaner (Glass) Anti-Fogging, Streak Free, Liquid Quart., 12/CS	300	Each		
0024	Containers, Sharp	200	Case		
0025	Covers, toilet seat	200	Case		
0026	Deodorant, Blitz Enzymes, GAL, (4/CS)	200	Gal		
0027	Detergent, Powder, Laundry, 50LB Drum	300	Drum		
0028	DFE Floor Tile and Grout Cleaner	100	Case		
0029	DFE VMER, Graffiti and Vandal Mark Remover	20	Case		
0030	Disinfectant, Lysol, Aerosol Spray 19OZ.	250	Can		
0031	Disinfectant-Spray Nine, GAL, 4/CS	500	Case		
0032	Dispenser, Hand sanitizer	30	Case		
0033	Dispenser, Pump, For Gal. Container-	50	Each		

**Housekeeping Supplies**

**RM-13-IFB-058-BY4-SDS**

<b>CLIN</b>	<b>SUPPLIES</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Price</b>
0034	Dispenser, Toilet Paper Roll, 9" Jr. Jumbo	100	Each		
0035	Dispenser, towel seat cover	200	Each		
0036	Dispenser, Wall For Liquid Soap, Anti-Bacterial, 8 Liter	100	Each		
0037	Doodle Bug Pad, Black, 4-5/8x10", 4/Cs	20	Case		
0038	Doodle Bug Pad, Brown, 4-5/8x10", 4/Cs	20	Case		
0039	Doodle Bug Pad, Holder, 4/Cs	20	Case		
0040	Double mint Bathroom Cleaner (Gallon)	0	GAL		
0041	Dust Pan & Brush For Clean Up Kits (Spill) Disposable	200	Each		
0042	Dustpan, Rubber Upright, W/Broom	200	Each		
0043	Enviro Care Foaming Hand Soap	50	Case		
0044	Enviro Care Hand Soap	50	Case		
0045	Enviro Care Liqui-Bac	300	Case		
0046	Enviro Care Low Foam All Purpose Cleaner	100	Case		
0047	Enviro Care Neutral Disinfectant	300	Case		
0048	Enviro Care Tough Job	350	Case		
0049	Frame, Mop Dust-Trapper 5x24"	200	Each		
0050	GOJO TFX Touch-Free Dispenser (GOJO 2740-12)	50	Each		
0051	Hand Sanitizer Refill	300	Case		
0052	Handle, Extension 5 To 10 Ft Range (Screw0in), 12/Cs	10	Case		
0053	Handle, Mop Clip-On, Lever Type 60", 12/Cs	50	Case		
0054	Handle, Trapper Dust Mop, Wooden Clamp-On, 12/Cs	50	Case		
0055	Handle, Wood, Floor Brush 60" -12/Cs	50	Case		
0056	Handle, Wood, Scrub Brush 54"-12/Cs	50	Case		
0057	Holder, Paper towel	50	Each		
0058	Hose, Garden, Rubber, Hd 100'	10	Each		
0059	Hose, Garden, Rubber, Hd 50'	10	Each		
0060	Knife, Putty 3" Blade	60	Each		
0061	Mineral Tamer, Mineral And Scale Remover	20	Case		
0062	Mold and mildew remover 32 oz 12/case, Lysol or approved equal	3	Case		
0063	Mop Heads, W/Tail Band, 24oz, Blue -12/Cs	30	Case		
0064	Mop Heads, W/Tail Band, 24oz, Orange -12/Cs	30	Case		
0065	Mop Heads, W/Tail Band, 24oz, White -12/Cs	60	Case		
0066	Mop, Dust Trapper 5x24", 24/Cs	15	Case		
0067	Nozzle, Garden Hose	10	Each		
0068	Pad, Floor Buffing, 17" Red, 5/Box	40	Box		

**Housekeeping Supplies**

**RM-13-IFB-058-BY4-SDS**

<b>CLIN</b>	<b>SUPPLIES</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Price</b>
0069	Pad, Floor Buffing, 20" Red, 5/Box	40	Box		
0070	Pad, Floor Buffing, 20", 5/Box (White)	40	Box		
0071	Pad, Floor Cleaner 21" Blue, 5/Box	40	Box		
0073	Pad, Floor Scrubbing, 17" Black, 5/Box	40	Box		
0072	Pad, Floor Stripping, 21" Black, 5/Box	40	Box		
0074	Pad, Stripping, 17" Black	40	Box		
0075	Paper Towel, C-Fold, 2400/Cs	2000	Case		
0076	Paper, Toilet Jumbo Roll, single Ply 9" Roll	250	Box		
0077	Paper, Toilet, 1 Ply, 96 Rolls/Cs	300	Case		
0078	Plastic Spray Bottles, 32oz, 12/Cs	200	Case		
0079	Plastic Spray Pump, 9 1/2", Chemical Resistant, 200/Cs	25	Case		
0080	Polish, Metal All Purpose Wipes, SS & Chrome 12/Cs	50	Case		
0081	Proxi Concentrate Multi Surface Cleaner	400	Case		
0082	Proxi Spray And Walk Away	20	Case		
0083	Quat Plus Tb	200	Case		
0084	Rubberized Entry Mats 4" X 10" (Color: Charcoal)	10	Each		
0085	Rubberized Entry Mats 4" X 6" (Color: Charcoal)	10	Each		
0086	San0128 -	40	GAL		
0087	Scraper Entry Mats 4" X 6"	10	Each		
0088	Scraper Entry Mats 4" X 8"	10	Each		
0089	Soap, Liquid (Hand) Anti-Bacterial Dermabrand 430	400	Case		
0090	Squeegee, 18"	50	Each		
0091	Squeegee, 60"	25	Each		
0092	Sweetheart Anti-Bacterial Lotion Soap	100	Case		
0093	Turf Entry 3" X 5" (Color: Charcoal)	2	Each		
0094	Wet Floor Sign, Caution, Yellow, Two Sides, Flat Fold, Bi-Lingual	50	Each		
<b>BASE YEAR TOTAL</b>					

\_\_\_\_\_  
Signature of Authorized Personnel

\_\_\_\_\_  
Print Name of Business/Organization

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Authorized Personnel

\_\_\_\_\_  
Title

## B.8.2 OPTION YEAR ONE (1) PRICING

CLIN	SUPPLIES	Qty	Unit	Unit Price	Extended Price
1001	Bac-Cide (RTU DS)	250	Case		
1002	Bag, Plastic 33X39" 33 GAL, 3 MIL, 100/BX Black	350	Box		
1003	Bag, Plastic Water Soluble, 26X33", 100/CS	125	Case		
1004	Bag, Plastic, EX-HD-Black, 36X58" 55 GAL, 100/CS	175	Box		
1005	Bag, Red Infectious Waste (BIOMEDICAL PRINT), 24X24,250/BX	125	Box		
1006	Bag, Red Infectious Waste (BIOMEDICAL PRINT), 33GALM 33X39", 250/BX	200	Box		
1007	Bag, Vacuum	30	Case		
1008	Bags, Lawn/Leaf (16 x 12 x 35) 500/Bundle	1,000	Bundle		
1009	Bags, Standard Paper (12 x 7 x 17) 500/Bundle	1,000	Bundle		
1010	Bags, Standard Paper (7-3/4 x 4-3/4 x 16) 500/Bundle	1,000	Bundle		
1011	Break Thru, Carpet Spot Removal or Traffic lane Treatment	30	Case		
1012	Broom, Corn Upright	160	Each		
1013	Broom, Toy	60	Each		
1014	Brush, Deck Scrubbing 2 7/8 X 10	100	Each		
1015	Brush, Scrub, 2 3/4 X 8, Fiberglass W/O Handle	60	Each		
1016	Brush, Toilet, HD W/Handle, Wooden 18"	200	Each		
1017	Bucket, Mop Fiberglass, W/Wringer & Casters, 24 Quart.	100	Each		
1018	Bucket, Rubber, 10 Quart	100	Each		
1019	Bucket, Rubber, 3Quart, Black	25	Each		
1020	Cabinet For C-Fold Paper Towels	100	Each		
1021	Can, Step-On, 18 GAL	150	Each		
1022	Can, Waste Receptacle, W/Cover (FLIP LID), 44GAL	40	Each		
1023	Cleaner (Glass) Anti-Fogging, Streak Free, Liquid Quart., 12/CS	300	Each		
1024	Containers, Sharp	200	Case		
1025	Covers, toilet seat	200	Case		
1026	Deodorant, Blitz Enzymes, GAL, (4/CS)	200	Gal		
1027	Detergent, Powder, Laundry, 50LB Drum	300	Drum		
1028	DFE Floor Tile and Grout Cleaner	100	Case		
1029	DFE VMER, Graffiti and Vandal Mark Remover	20	Case		
1030	Disinfectant, Lysol, Aerosol Spray 19OZ.	250	Can		
1031	Disinfectant-Spray Nine, GAL, 4/CS	500	Case		
1032	Dispenser, Hand sanitizer	30	Case		
1033	Dispenser, Pump, For Gal. Container-	50	Each		

**Housekeeping Supplies**

**RM-13-IFB-058-BY4-SDS**

<b>CLIN</b>	<b>SUPPLIES</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Price</b>
1034	Dispenser, Toilet Paper Roll, 9" Jr. Jumbo	100	Each		
1035	Dispenser, towel seat cover	200	Each		
1036	Dispenser, Wall For Liquid Soap, Anti-Bacterial, 8 Liter	100	Each		
1037	Doodle Bug Pad, Black, 4-5/8x10", 4/Cs	20	Case		
1038	Doodle Bug Pad, Brown, 4-5/8x10", 4/Cs	20	Case		
1039	Doodle Bug Pad, Holder, 4/Cs	20	Case		
1040	Double mint Bathroom Cleaner (Gallon)	0	GAL		
1041	Dust Pan & Brush For Clean Up Kits (Spill) Disposable	200	Each		
1042	Dustpan, Rubber Upright, W/Broom	200	Each		
1043	Enviro Care Foaming Hand Soap	50	Case		
1044	Enviro Care Hand Soap	50	Case		
1045	Enviro Care Liqui-Bac	300	Case		
1046	Enviro Care Low Foam All Purpose Cleaner	100	Case		
1047	Enviro Care Neutral Disinfectant	300	Case		
1048	Enviro Care Tough Job	350	Case		
1049	Frame, Mop Dust-Trapper 5x24"	200	Each		
1050	GOJO TFX Touch-Free Dispenser (GOJO 2740-12)	50	Each		
1051	Hand Sanitizer Refill	300	Case		
1052	Handle, Extension 5 To 10 Ft Range (Screw0in), 12/Cs	10	Case		
1053	Handle, Mop Clip-On, Lever Type 60", 12/Cs	50	Case		
1054	Handle, Trapper Dust Mop, Wooden Clamp-On, 12/Cs	50	Case		
1055	Handle, Wood, Floor Brush 60" -12/Cs	50	Case		
1056	Handle, Wood, Scrub Brush 54"-12/Cs	50	Case		
1057	Holder, Paper towel	50	Each		
1058	Hose, Garden, Rubber, Hd 100'	10	Each		
1059	Hose, Garden, Rubber, Hd 50'	10	Each		
1060	Knife, Putty 3" Blade	60	Each		
1061	Mineral Tamer, Mineral And Scale Remover	20	Case		
1062	Mold and mildew remover 32 oz 12/case, Lysol or approved equal	3	Case		
1063	Mop Heads, W/Tail Band, 24oz, Blue -12/Cs	30	Case		
1064	Mop Heads, W/Tail Band, 24oz, Orange -12/Cs	30	Case		
1065	Mop Heads, W/Tail Band, 24oz, White -12/Cs	60	Case		
1066	Mop, Dust Trapper 5x24", 24/Cs	15	Case		
1067	Nozzle, Garden Hose	10	Each		
1068	Pad, Floor Buffing, 17" Red, 5/Box	40	Box		

**Housekeeping Supplies**

**RM-13-IFB-058-BY4-SDS**

<b>CLIN</b>	<b>SUPPLIES</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Price</b>
1069	Pad, Floor Buffing, 20" Red, 5/Box	40	Box		
1070	Pad, Floor Buffing, 20", 5/Box (White)	40	Box		
1071	Pad, Floor Cleaner 21" Blue, 5/Box	40	Box		
1072	Pad, Floor Scrubbing, 17" Black, 5/Box	40	Box		
1073	Pad, Floor Stripping, 21" Black, 5/Box	40	Box		
1074	Pad, Stripping, 17" Black	40	Box		
1075	Paper Towel, C-Fold, 2400/Cs	2000	Case		
1076	Paper, Toilet Jumbo Roll, single Ply 9" Roll	250	Box		
1077	Paper, Toilet, 1 Ply, 96 Rolls/Cs	300	Case		
1078	Plastic Spray Bottles, 32oz, 12/Cs	200	Case		
1079	Plastic Spray Pump, 9 1/2", Chemical Resistant, 200/Cs	25	Case		
1080	Polish, Metal All Purpose Wipes, SS & Chrome 12/Cs	50	Case		
1081	Proxi Concentrate Multi Surface Cleaner	400	Case		
1082	Proxi Spray And Walk Away	20	Case		
1083	Quat Plus Tb	200	Case		
1084	Rubberized Entry Mats 4" X 10" (Color: Charcoal)	10	Each		
1085	Rubberized Entry Mats 4" X 6" (Color: Charcoal)	10	Each		
1086	San0128 -	40	GAL		
1087	Scraper Entry Mats 4" X 6"	10	Each		
1088	Scraper Entry Mats 4" X 8"	10	Each		
1089	Soap, Liquid (Hand) Anti-Bacterial Dermabrand 430	400	Case		
1090	Squeegee, 18"	50	Each		
1091	Squeegee, 60"	25	Each		
1092	Sweetheart Anti-Bacterial Lotion Soap	100	Case		
1093	Turf Entry 3" X 5" (Color: Charcoal)	2	Each		
1094	Wet Floor Sign, Caution, Yellow, Two Sides, Flat Fold, Bi-Lingual	50	Each		
<b>OPTION YEAR ONE TOTAL</b>					

\_\_\_\_\_  
Signature of Authorized Personnel

\_\_\_\_\_  
Print Name of Business/Organization

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Authorized Personnel

\_\_\_\_\_  
Title



**B.8.3 OPTION YEAR TWO (2) PRICING**

CLIN	SUPPLIES	Qty	Unit	Unit Price	Extended Price
2001	Bac-Cide (RTU DS)	250	Case		
2002	Bag, Plastic 33X39" 33 GAL, 3 MIL, 100/BX Black	350	Box		
2003	Bag, Plastic Water Soluble, 26X33", 100/CS	125	Case		
2004	Bag, Plastic, EX-HD-Black, 36X58" 55 GAL, 100/CS	175	Box		
2005	Bag, Red Infectious Waste (BIOMEDICAL PRINT), 24X24,250/BX	125	Box		
2006	Bag, Red Infectious Waste (BIOMEDICAL PRINT), 33GALM 33X39", 250/BX	200	Box		
2007	Bag, Vacuum	30	Case		
2008	Bags, Lawn/Leaf (16 x 12 x 35) 500/Bundle	1,000	Bundle		
2009	Bags, Standard Paper (12 x 7 x 17) 500/Bundle	1,000	Bundle		
2010	Bags, Standard Paper (7-3/4 x 4-3/4 x 16) 500/Bundle	1,000	Bundle		
2011	Break Thru, Carpet Spot Removal or Traffic lane Treatment	30	Case		
2012	Broom, Corn Upright	160	Each		
2013	Broom, Toy	60	Each		
2014	Brush, Deck Scrubbing 2 7/8 X 10	100	Each		
2015	Brush, Scrub, 2 3/4 X 8, Fiberglass W/O Handle	60	Each		
2016	Brush, Toilet, HD W/Handle, Wooden 18"	200	Each		
2017	Bucket, Mop Fiberglass, W/Wringer & Casters, 24 Quart.	100	Each		
2018	Bucket, Rubber, 10 Quart	100	Each		
2019	Bucket, Rubber, 3Quart, Black	25	Each		
2020	Cabinet For C-Fold Paper Towels	100	Each		
2021	Can, Step-On, 18 GAL	150	Each		
2022	Can, Waste Receptacle, W/Cover (FLIP LID), 44GAL	40	Each		
2023	Cleaner (Glass) Anti-Fogging, Streak Free, Liquid Quart., 12/CS	300	Each		
2024	Containers, Sharp	200	Case		
2025	Covers, toilet seat	200	Case		
2026	Deodorant, Blitz Enzymes, GAL, (4/CS)	200	Gal		
2027	Detergent, Powder, Laundry, 50LB Drum	300	Drum		
2028	DFE Floor Tile and Grout Cleaner	100	Case		
2029	DFE VMER, Graffiti and Vandal Mark Remover	20	Case		
2030	Disinfectant, Lysol, Aerosol Spray 19OZ.	250	Can		
2031	Disinfectant-Spray Nine, GAL, 4/CS	500	Case		
2032	Dispenser, Hand sanitizer	30	Case		
2033	Dispenser, Pump, For Gal. Container-	50	Each		

**Housekeeping Supplies**

**RM-13-IFB-058-BY4-SDS**

<b>CLIN</b>	<b>SUPPLIES</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Price</b>
2034	Dispenser, Toilet Paper Roll, 9" Jr. Jumbo	100	Each		
2035	Dispenser, towel seat cover	200	Each		
2036	Dispenser, Wall For Liquid Soap, Anti-Bacterial, 8 Liter	100	Each		
2037	Doodle Bug Pad, Black, 4-5/8x10", 4/Cs	20	Case		
2038	Doodle Bug Pad, Brown, 4-5/8x10", 4/Cs	20	Case		
2039	Doodle Bug Pad, Holder, 4/Cs	20	Case		
2040	Double mint Bathroom Cleaner (Gallon)	0	GAL		
2041	Dust Pan & Brush For Clean Up Kits (Spill) Disposable	200	Each		
2042	Dustpan, Rubber Upright, W/Broom	200	Each		
2043	Enviro Care Foaming Hand Soap	50	Case		
2044	Enviro Care Hand Soap	50	Case		
2045	Enviro Care Liqui-Bac	300	Case		
2046	Enviro Care Low Foam All Purpose Cleaner	100	Case		
2047	Enviro Care Neutral Disinfectant	300	Case		
2048	Enviro Care Tough Job	350	Case		
2049	Frame, Mop Dust-Trapper 5x24"	200	Each		
2050	GOJO TFX Touch-Free Dispenser (GOJO 2740-12)	50	Each		
2051	Hand Sanitizer Refill	300	Case		
2052	Handle, Extension 5 To 10 Ft Range (Screw0in), 12/Cs	10	Case		
2053	Handle, Mop Clip-On, Lever Type 60", 12/Cs	50	Case		
2054	Handle, Trapper Dust Mop, Wooden Clamp-On, 12/Cs	50	Case		
2055	Handle, Wood, Floor Brush 60" -12/Cs	50	Case		
2056	Handle, Wood, Scrub Brush 54"-12/Cs	50	Case		
2057	Holder, Paper towel	50	Each		
2058	Hose, Garden, Rubber, Hd 100'	10	Each		
2059	Hose, Garden, Rubber, Hd 50'	10	Each		
2060	Knife, Putty 3" Blade	60	Each		
2061	Mineral Tamer, Mineral And Scale Remover	20	Case		
2062	Mold and mildew remover 32 oz 12/case, Lysol or approved equal	3	Case		
2063	Mop Heads, W/Tail Band, 24oz, Blue -12/Cs	30	Case		
2064	Mop Heads, W/Tail Band, 24oz, Orange -12/Cs	30	Case		
2065	Mop Heads, W/Tail Band, 24oz, White -12/Cs	60	Case		
2066	Mop, Dust Trapper 5x24", 24/Cs	15	Case		
2067	Nozzle, Garden Hose	10	Each		
2068	Pad, Floor Buffing, 17" Red, 5/Box	40	Box		

**Housekeeping Supplies**

**RM-13-IFB-058-BY4-SDS**

<b>CLIN</b>	<b>SUPPLIES</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Price</b>
2069	Pad, Floor Buffing, 20" Red, 5/Box	40	Box		
2070	Pad, Floor Buffing, 20", 5/Box (White)	40	Box		
2071	Pad, Floor Cleaner 21" Blue, 5/Box	40	Box		
2072	Pad, Floor Scrubbing, 17" Black, 5/Box	40	Box		
2073	Pad, Floor Stripping, 21" Black, 5/Box	40	Box		
2074	Pad, Stripping, 17" Black	40	Box		
2075	Paper Towel, C-Fold, 2400/Cs	2000	Case		
2076	Paper, Toilet Jumbo Roll, single Ply 9" Roll	250	Box		
2077	Paper, Toilet, 1 Ply, 96 Rolls/Cs	300	Case		
2078	Plastic Spray Bottles, 32oz, 12/Cs	200	Case		
2079	Plastic Spray Pump, 9 1/2", Chemical Resistant, 200/Cs	25	Case		
2080	Polish, Metal All Purpose Wipes, SS & Chrome 12/Cs	50	Case		
2081	Proxi Concentrate Multi Surface Cleaner	400	Case		
2082	Proxi Spray And Walk Away	20	Case		
2083	Quat Plus Tb	200	Case		
2084	Rubberized Entry Mats 4" X 10" (Color: Charcoal)	10	Each		
2085	Rubberized Entry Mats 4" X 6" (Color: Charcoal)	10	Each		
2086	San0128 -	40	GAL		
2087	Scraper Entry Mats 4" X 6"	10	Each		
2088	Scraper Entry Mats 4" X 8"	10	Each		
2089	Soap, Liquid (Hand) Anti-Bacterial Dermabrand 430	400	Case		
2090	Squeegee, 18"	50	Each		
2091	Squeegee, 60"	25	Each		
2092	Sweetheart Anti-Bacterial Lotion Soap	100	Case		
2093	Turf Entry 3" X 5" (Color: Charcoal)	2	Each		
2094	Wet Floor Sign, Caution, Yellow, Two Sides, Flat Fold, Bi-Lingual	50	Each		
<b>OPTION YEAR TWO TOTAL</b>					

\_\_\_\_\_  
Signature of Authorized Personnel

\_\_\_\_\_  
Print Name of Business/Organization

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Authorized Personnel

\_\_\_\_\_  
Title

**B.8.4 OPTION YEAR THREE (3) PRICING**

CLIN	SUPPLIES	Qty	Unit	Unit Price	Extended Price
3001	Bac-Cide (RTU DS)	250	Case		
3002	Bag, Plastic 33X39" 33 GAL, 3 MIL, 100/BX Black	350	Box		
3003	Bag, Plastic Water Soluble, 26X33", 100/CS	125	Case		
3004	Bag, Plastic, EX-HD-Black, 36X58" 55 GAL, 100/CS	175	Box		
3005	Bag, Red Infectious Waste (BIOMEDICAL PRINT), 24X24,250/BX	125	Box		
3006	Bag, Red Infectious Waste (BIOMEDICAL PRINT), 33GALM 33X39", 250/BX	200	Box		
3007	Bag, Vacuum	30	Case		
3008	Bags, Lawn/Leaf (16 x 12 x 35) 500/Bundle	1,000	Bundle		
3009	Bags, Standard Paper (12 x 7 x 17) 500/Bundle	1,000	Bundle		
3010	Bags, Standard Paper (7-3/4 x 4-3/4 x 16) 500/Bundle	1,000	Bundle		
3011	Break Thru, Carpet Spot Removal or Traffic lane Treatment	30	Case		
3012	Broom, Corn Upright	160	Each		
3013	Broom, Toy	60	Each		
3014	Brush, Deck Scrubbing 2 7/8 X 10	100	Each		
3015	Brush, Scrub, 2 3/4 X 8, Fiberglass W/O Handle	60	Each		
3016	Brush, Toilet, HD W/Handle, Wooden 18"	200	Each		
3017	Bucket, Mop Fiberglass, W/Wringer & Casters, 24 Quart.	100	Each		
3018	Bucket, Rubber, 10 Quart	100	Each		
3019	Bucket, Rubber, 3Quart, Black	25	Each		
3020	Cabinet For C-Fold Paper Towels	100	Each		
3021	Can, Step-On, 18 GAL	150	Each		
3022	Can, Waste Receptacle, W/Cover (FLIP LID), 44GAL	40	Each		
3023	Cleaner (Glass) Anti-Fogging, Streak Free, Liquid Quart., 12/CS	300	Each		
3024	Containers, Sharp	200	Case		
3025	Covers, toilet seat	200	Case		
3026	Deodorant, Blitz Enzymes, GAL, (4/CS)	200	Gal		
3027	Detergent, Powder, Laundry, 50LB Drum	300	Drum		
3028	DFE Floor Tile and Grout Cleaner	100	Case		
3029	DFE VMER, Graffiti and Vandal Mark Remover	20	Case		
3030	Disinfectant, Lysol, Aerosol Spray 19OZ.	250	Can		
3031	Disinfectant-Spray Nine, GAL, 4/CS	500	Case		
3032	Dispenser, Hand sanitizer	30	Case		
3033	Dispenser, Pump, For Gal. Container-	50	Each		

**Housekeeping Supplies**

**RM-13-IFB-058-BY4-SDS**

<b>CLIN</b>	<b>SUPPLIES</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Price</b>
3034	Dispenser, Toilet Paper Roll, 9" Jr. Jumbo	100	Each		
3035	Dispenser, towel seat cover	200	Each		
3036	Dispenser, Wall For Liquid Soap, Anti-Bacterial, 8 Liter	100	Each		
3037	Doodle Bug Pad, Black, 4-5/8x10", 4/Cs	20	Case		
3038	Doodle Bug Pad, Brown, 4-5/8x10", 4/Cs	20	Case		
3039	Doodle Bug Pad, Holder, 4/Cs	20	Case		
3040	Double mint Bathroom Cleaner (Gallon)	0	GAL		
3041	Dust Pan & Brush For Clean Up Kits (Spill) Disposable	200	Each		
3042	Dustpan, Rubber Upright, W/Broom	200	Each		
3043	Enviro Care Foaming Hand Soap	50	Case		
3044	Enviro Care Hand Soap	50	Case		
3045	Enviro Care Liqui-Bac	300	Case		
3046	Enviro Care Low Foam All Purpose Cleaner	100	Case		
3047	Enviro Care Neutral Disinfectant	300	Case		
3048	Enviro Care Tough Job	350	Case		
3049	Frame, Mop Dust-Trapper 5x24"	200	Each		
3050	GOJO TFX Touch-Free Dispenser (GOJO 2740-12)	50	Each		
3051	Hand Sanitizer Refill	300	Case		
3052	Handle, Extension 5 To 10 Ft Range (Screw0in), 12/Cs	10	Case		
3053	Handle, Mop Clip-On, Lever Type 60", 12/Cs	50	Case		
3054	Handle, Trapper Dust Mop, Wooden Clamp-On, 12/Cs	50	Case		
3055	Handle, Wood, Floor Brush 60" -12/Cs	50	Case		
3056	Handle, Wood, Scrub Brush 54"-12/Cs	50	Case		
3057	Holder, Paper towel	50	Each		
3058	Hose, Garden, Rubber, Hd 100'	10	Each		
3059	Hose, Garden, Rubber, Hd 50'	10	Each		
3060	Knife, Putty 3" Blade	60	Each		
3061	Mineral Tamer, Mineral And Scale Remover	20	Case		
3062	Mold and mildew remover 32 oz 12/case, Lysol or approved equal	3	Case		
3063	Mop Heads, W/Tail Band, 24oz, Blue -12/Cs	30	Case		
3064	Mop Heads, W/Tail Band, 24oz, Orange -12/Cs	30	Case		
3065	Mop Heads, W/Tail Band, 24oz, White -12/Cs	60	Case		
3066	Mop, Dust Trapper 5x24", 24/Cs	15	Case		
3067	Nozzle, Garden Hose	10	Each		
3068	Pad, Floor Buffing, 17" Red, 5/Box	40	Box		

**Housekeeping Supplies**

**RM-13-IFB-058-BY4-SDS**

<b>CLIN</b>	<b>SUPPLIES</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Price</b>
3069	Pad, Floor Buffing, 20" Red, 5/Box	40	Box		
3070	Pad, Floor Buffing, 20", 5/Box (White)	40	Box		
3071	Pad, Floor Cleaner 21" Blue, 5/Box	40	Box		
3072	Pad, Floor Scrubbing, 17" Black, 5/Box	40	Box		
3073	Pad, Floor Stripping, 21" Black, 5/Box	40	Box		
3074	Pad, Stripping, 17" Black	40	Box		
3075	Paper Towel, C-Fold, 2400/Cs	2000	Case		
3076	Paper, Toilet Jumbo Roll, single Ply 9" Roll	250	Box		
3077	Paper, Toilet, 1 Ply, 96 Rolls/Cs	300	Case		
3078	Plastic Spray Bottles, 32oz, 12/Cs	200	Case		
3079	Plastic Spray Pump, 9 1/2", Chemical Resistant, 200/Cs	25	Case		
3080	Polish, Metal All Purpose Wipes, SS & Chrome 12/Cs	50	Case		
3081	Proxi Concentrate Multi Surface Cleaner	400	Case		
3082	Proxi Spray And Walk Away	20	Case		
3083	Quat Plus Tb	200	Case		
3084	Rubberized Entry Mats 4" X 10" (Color: Charcoal)	10	Each		
3085	Rubberized Entry Mats 4" X 6" (Color: Charcoal)	10	Each		
3086	San0128 -	40	GAL		
3087	Scraper Entry Mats 4" X 6"	10	Each		
3088	Scraper Entry Mats 4" X 8"	10	Each		
3089	Soap, Liquid (Hand) Anti-Bacterial Dermabrand 430	400	Case		
3090	Squeegee, 18"	50	Each		
3091	Squeegee, 60"	25	Each		
3092	Sweetheart Anti-Bacterial Lotion Soap	100	Case		
3093	Turf Entry 3" X 5" (Color: Charcoal)	2	Each		
3094	Wet Floor Sign, Caution, Yellow, Two Sides, Flat Fold, Bi-Lingual	50	Each		
<b>OPTION YEAR THREE TOTAL</b>					

\_\_\_\_\_  
Signature of Authorized Personnel

\_\_\_\_\_  
Print Name of Business/Organization

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Authorized Personnel

\_\_\_\_\_  
Title

**B.8.5 OPTION YEAR FIVE (5) PRICING**

CLIN	SUPPLIES	Qty	Unit	Unit Price	Extended Price
4001	Bac-Cide (RTU DS)	250	Case		
4002	Bag, Plastic 33X39" 33 GAL, 3 MIL, 100/BX Black	350	Box		
4003	Bag, Plastic Water Soluble, 26X33", 100/CS	125	Case		
4004	Bag, Plastic, EX-HD-Black, 36X58" 55 GAL, 100/CS	175	Box		
4005	Bag, Red Infectious Waste (BIOMEDICAL PRINT), 24X24,250/BX	125	Box		
4006	Bag, Red Infectious Waste (BIOMEDICAL PRINT), 33GALM 33X39", 250/BX	200	Box		
4007	Bag, Vacuum	30	Case		
4008	Bags, Lawn/Leaf (16 x 12 x 35) 500/Bundle	1,000	Bundle		
4009	Bags, Standard Paper (12 x 7 x 17) 500/Bundle	1,000	Bundle		
4010	Bags, Standard Paper (7-3/4 x 4-3/4 x 16) 500/Bundle	1,000	Bundle		
4011	Break Thru, Carpet Spot Removal or Traffic lane Treatment	30	Case		
4012	Broom, Corn Upright	160	Each		
4013	Broom, Toy	60	Each		
4014	Brush, Deck Scrubbing 2 7/8 X 10	100	Each		
4015	Brush, Scrub, 2 3/4 X 8, Fiberglass W/O Handle	60	Each		
4016	Brush, Toilet, HD W/Handle, Wooden 18"	200	Each		
4017	Bucket, Mop Fiberglass, W/Wringer & Casters, 24 Quart.	100	Each		
4018	Bucket, Rubber, 10 Quart	100	Each		
4019	Bucket, Rubber, 3Quart, Black	25	Each		
4020	Cabinet For C-Fold Paper Towels	100	Each		
4021	Can, Step-On, 18 GAL	150	Each		
4022	Can, Waste Receptacle, W/Cover (FLIP LID), 44GAL	40	Each		
4023	Cleaner (Glass) Anti-Fogging, Streak Free, Liquid Quart., 12/CS	300	Each		
4024	Containers, Sharp	200	Case		
4025	Covers, toilet seat	200	Case		
4026	Deodorant, Blitz Enzymes, GAL, (4/CS)	200	Gal		
4027	Detergent, Powder, Laundry, 50LB Drum	300	Drum		
4028	DFE Floor Tile and Grout Cleaner	100	Case		
4029	DFE VMER, Graffiti and Vandal Mark Remover	20	Case		
4030	Disinfectant, Lysol, Aerosol Spray 19OZ.	250	Can		
4031	Disinfectant-Spray Nine, GAL, 4/CS	500	Case		
4032	Dispenser, Hand sanitizer	30	Case		
4033	Dispenser, Pump, For Gal. Container-	50	Each		

**Housekeeping Supplies**

**RM-13-IFB-058-BY4-SDS**

<b>CLIN</b>	<b>SUPPLIES</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Price</b>
4034	Dispenser, Toilet Paper Roll, 9" Jr. Jumbo	100	Each		
4035	Dispenser, towel seat cover	200	Each		
4036	Dispenser, Wall For Liquid Soap, Anti-Bacterial, 8 Liter	100	Each		
4037	Doodle Bug Pad, Black, 4-5/8x10", 4/Cs	20	Case		
4038	Doodle Bug Pad, Brown, 4-5/8x10", 4/Cs	20	Case		
4039	Doodle Bug Pad, Holder, 4/Cs	20	Case		
4040	Double mint Bathroom Cleaner (Gallon)	0	GAL		
4041	Dust Pan & Brush For Clean Up Kits (Spill) Disposable	200	Each		
4042	Dustpan, Rubber Upright, W/Broom	200	Each		
4043	Enviro Care Foaming Hand Soap	50	Case		
4044	Enviro Care Hand Soap	50	Case		
4045	Enviro Care Liqui-Bac	300	Case		
4046	Enviro Care Low Foam All Purpose Cleaner	100	Case		
4047	Enviro Care Neutral Disinfectant	300	Case		
4048	Enviro Care Tough Job	350	Case		
4049	Frame, Mop Dust-Trapper 5x24"	200	Each		
4050	GOJO TFX Touch-Free Dispenser (GOJO 2740-12)	50	Each		
4051	Hand Sanitizer Refill	300	Case		
4052	Handle, Extension 5 To 10 Ft Range (Screw0in), 12/Cs	10	Case		
4053	Handle, Mop Clip-On, Lever Type 60", 12/Cs	50	Case		
4054	Handle, Trapper Dust Mop, Wooden Clamp-On, 12/Cs	50	Case		
4055	Handle, Wood, Floor Brush 60" -12/Cs	50	Case		
4056	Handle, Wood, Scrub Brush 54"-12/Cs	50	Case		
4057	Holder, Paper towel	50	Each		
4058	Hose, Garden, Rubber, Hd 100'	10	Each		
4059	Hose, Garden, Rubber, Hd 50'	10	Each		
4060	Knife, Putty 3" Blade	60	Each		
4061	Mineral Tamer, Mineral And Scale Remover	20	Case		
4062	Mold and mildew remover 32 oz 12/case, Lysol or approved equal	3	Case		
4063	Mop Heads, W/Tail Band, 24oz, Blue -12/Cs	30	Case		
4064	Mop Heads, W/Tail Band, 24oz, Orange -12/Cs	30	Case		
4065	Mop Heads, W/Tail Band, 24oz, White -12/Cs	60	Case		
4066	Mop, Dust Trapper 5x24", 24/Cs	15	Case		
4067	Nozzle, Garden Hose	10	Each		
4068	Pad, Floor Buffing, 17" Red, 5/Box	40	Box		



**Housekeeping Supplies**

**RM-13-IFB-058-BY4-SDS**

CLIN	SUPPLIES	Qty	Unit	Unit Price	Extended Price
4069	Pad, Floor Buffing, 20" Red, 5/Box	40	Box		
4070	Pad, Floor Buffing, 20", 5/Box (White)	40	Box		
4071	Pad, Floor Cleaner 21" Blue, 5/Box	40	Box		
4072	Pad, Floor Scrubbing, 17" Black, 5/Box	40	Box		
4073	Pad, Floor Stripping, 21" Black, 5/Box	40	Box		
4074	Pad, Stripping, 17" Black	40	Box		
4075	Paper Towel, C-Fold, 2400/Cs	2000	Case		
4076	Paper, Toilet Jumbo Roll, single Ply 9" Roll	250	Box		
4077	Paper, Toilet, 1 Ply, 96 Rolls/Cs	300	Case		
4078	Plastic Spray Bottles, 32oz, 12/Cs	200	Case		
4079	Plastic Spray Pump, 9 1/2", Chemical Resistant, 200/Cs	25	Case		
4080	Polish, Metal All Purpose Wipes, SS & Chrome 12/Cs	50	Case		
4081	Proxi Concentrate Multi Surface Cleaner	400	Case		
4082	Proxi Spray And Walk Away	20	Case		
4083	Quat Plus Tb	200	Case		
4084	Rubberized Entry Mats 4" X 10" (Color: Charcoal)	10	Each		
4085	Rubberized Entry Mats 4" X 6" (Color: Charcoal)	10	Each		
4086	San0128 -	40	GAL		
4087	Scraper Entry Mats 4" X 6"	10	Each		
4088	Scraper Entry Mats 4" X 8"	10	Each		
4089	Soap, Liquid (Hand) Anti-Bacterial Dermabrand 430	400	Case		
4090	Squeegee, 18"	50	Each		
4091	Squeegee, 60"	25	Each		
4092	Sweetheart Anti-Bacterial Lotion Soap	100	Case		
4093	Turf Entry 3" X 5" (Color: Charcoal)	2	Each		
4094	Wet Floor Sign, Caution, Yellow, Two Sides, Flat Fold, Bi-Lingual	50	Each		
<b>OPTION YEAR FOUR TOTAL</b>					

**TOTAL CONTRACT VALUE (Base and all Option Years)**

**\$\_\_\_\_\_**

\_\_\_\_\_  
Signature of Authorized Personnel

\_\_\_\_\_  
Print Name of Business/Organization

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Authorized Personnel

\_\_\_\_\_  
Title

**PART 1 – THE SCHEDULE**

**SECTION C**

**DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK  
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C.3	SPECIFIC REQUIREMENTS	19
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C.6	CONFIDENTIALITY	20

**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 inpatient care, emergency care and comprehensive mental health services and supports to District residents in need of the Public Mental Health System. In addition DMH 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 Department of Mental Health, Saint Elizabeths Hospital (SEH), is in need of a Contractor to provide Housekeeping Cleaning Supplies. DMH is seeking to provide a competitive Blanket Purchase Agreement (BPA) for award to a single Bidder for the provision of Housekeeping Supplies in accordance with the items that are identified in Section B and the Schedule B Pricing Sheets. The items listed in Section B and the Schedule B Pricing Sheets of this Solicitation identify some of the major Housekeeping Supplies supply items covered by this BPA. Additional items in the category of Housekeeping Supplies supply items may be included at comparable value and rates specific to the terms and conditions of this Contract.

**C.3 SPECIFIC REQUIREMENTS**

Orders against this BPA are to be placed only by the Contracting Officer’s Technical Representative (COTR), as identified in Section G.5, or the COTR’s designee. A schedule of routine orders shall be constructed and provided to the Contractor by the COTR. The Contractor shall, as needed, deliver all materials in good condition to the Saint Elizabeths Hospital loading area in the manufacturer’s original unopened containers that bear the name and brand of the manufacturer.

Address of the Saint Elizabeths Hospital:

1100 Alabama Ave., SE  
Washington, DC 20032

The Contractor shall provide Deliveries during the hours of 8:00 AM and 3:00 PM, Monday through Friday. The Contractor shall not provide deliveries during weekends, after hours or on District Government observed holidays without written authorization from the COTR.

A schedule of deliveries shall be constructed and provided to the Contractor by the COTR. The Saint Elizabeths Campus Facility is a non-smoking environment, secured with Security Officers and cameras. Contractors must ensure that all work vehicles are appropriately labeled with the Company’s name on the outside of the vehicle. All workers are to present appropriate State

issued or Federal Government issued picture identification at the SEH Security Gate Number 5, prior to accessing the SEH Campus.

Unless otherwise agreed to, all deliveries must be accompanied by delivery tickets or sales slips that must fully describe the actions associated with the delivery.

The Contractor shall submit to the COTR a summary statement monthly for all deliveries made during the month (at least 5 days after the end of the month), identifying all deliveries for the prior month.

The Contractor shall warrant that prices to the District are as low as or lower than those charged to most favored customers for comparable quantities under similar terms and conditions; in addition to any discounts for prompt payments.

The Contractor shall provide immediate replacement of items delivered damaged or items recalled by the manufacturer within 24 hours.

**C.4 STANDARD OF PERFORMANCE**

**C.4.1** The Contractor shall furnish items described in Part I, The Schedule, Section B – Supplies or Services and Price/Cost.

**C.4.2** The Contractor shall not change or substitute any items unless approved by the Director, Contracts and Procurement/Agency Chief Contracting Officer (Director/ACCO) in writing. The Contractor shall be required to submit, in advance, written request for change and/or substitution for any item(s) for approval. Each written request must be accompanied by a sample of the newly proposed item.

**C.4.3** The Contractor shall be required to replenish all rejected items at no extra cost to the District. All items shall be replenished within seven (7) calendar days.

**C.5 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.6 CONFIDENTIALITY**

**C.6.1** The 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.6.2** 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**

**SECTION D**

- 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 [http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Standard+Contract+Provisions+\(March+2007\)](http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Standard+Contract+Provisions+(March+2007)) (Attachment J.1).
- D.2** Includes any additional instructions that are specific to the requirement of the Solicitation/Contract.

**PART I: THE SCHEDULE**

**SECTION E - INSPECTION AND ACCEPTANCE  
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**PART 1: THE SCHEDULE****SECTION E - INSPECTION AND ACCEPTANCE**

- E.1** References SCP Clause 5/Inspection of Supplies and/or Clause 6/Inspection of Services/ Pages 1-4. **Standard Contract Provisions for Use with Supplies and Services Contracts dated March 2007 (Attachment J.1)**  
[http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Standard+Contract+Provisions+\(March+2007\)](http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Standard+Contract+Provisions+(March+2007))
- E.2** **CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES**
- E.2.1** The Contractor shall be held to the full performance of the contract. The DMH shall deduct from the Contractor's invoice, or otherwise withhold payment for any non-conforming service as specified below.
- E.2.2** A service task may be composed of several sub-items. A service task may be determined to be partially complete if the Contractor satisfactorily completes some, but not all, of the sub items.
- E.2.3** The DMH shall give the Contractor written notice of deductions by providing copies of reports which summarize the deficiencies for which the determination was made to assess the deduction in payment.
- E.2.4** In case of non-performed work, DMH shall:
- E.2.4.1** Deduct from the contractor's invoice all amounts associated with such non-performed work at the rate set out in Section B, or provided by other provisions of the contract.
- E.2.4.2** DMH may, at its option, afford the Contractor an opportunity to perform the non-performed work with a reasonable period subject to the discretion of the Director, Director/ACCO and at no additional cost to the DMH.
- E.2.4.3** DMH may, at its option, perform the contracted services by the DMH personnel or other means.
- E.2.5** In the case of unsatisfactory work, DMH:
- E.2.5.1** Shall deduct from the Contractor's invoice all amounts associated with such unsatisfactory work at the rates set out in Section B, or provided by other provisions of the Contract, unless the Contractor is afforded an opportunity to re-perform and satisfactorily completes the work.
- E.2.5.2** May, at its option, afford the Contractor an opportunity to re-perform the unsatisfactory work within a reasonable period, subject to the discretion of the Director/ACCO and at no additional cost to the DMH.

**E.3 TERMINATION FOR CONVENIENCE**

- E.3.1** The DMH may terminate performance of work under this contract for the convenience of the Government, in a whole or, from time to time, in part, if the Director/ACCO determines that a termination is in the Government's best interest.
- E.3.2** After receipt of a Notice of Termination and, except as directed by the Director/ACCO, the Contractor shall immediately proceed with the following obligations:
- E.3.2.1** Stop work as specified in the notice.
  - E.3.2.2** Place no further subcontracts or orders except as necessary to complete the continued portion of the contract.
  - E.3.2.3** Terminate all applicable subcontracts and cancel or divert applicable commitments covering personal services that extend beyond the effective date of termination.
  - E.3.2.4** Assign to DMH, as directed by the Director/ACCO, all rights, titles and interests of the Contractor under the subcontracts terminated; in which case DMH shall have the right to settle or pay any termination settlement proposal arising out of those terminations.
  - E.3.2.5** With approval or ratification to the extent required by the Director/ACCO settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; approval or ratification shall be final for purposes of this clause.
  - E.3.2.6** Transfer title, if not already transferred and, as directed by the Director/ACCO, deliver to DMH any information and items that, if the contract had been completed, would have been required to be furnished, including (i) materials or equipment produced, in process, or acquired for the work terminated (ii) completed or partially completed plans, drawings and information.
  - E.3.2.7** Complete performance of the work not terminated
  - E.3.2.8** Take any action that may be necessary for the protection and preservation of property related to this contract.

**E-4 TERMINATION FOR DEFAULT**

- E.4.1** DMH may, subject to the conditions listed below, by written notice of default to the contractor, terminate the contract in whole or in part if the Contractor fails to:
- E.4.1.1** Perform the services within the time specified in the contract or any extension; or
  - E.4.1.2** Make progress as to endanger performance of the contract; or
  - E.4.1.3** Perform any of the other material provisions of the contract.
- E.4.2** The DMH's right to terminate the contract may be exercised if the Contractor does not cure such failure within ten (10) days, or such longer period as authorized in writing by the contracting Officer (CO) after receipt of the notice to cure from the CO, specifying the failure.

- E.4.3.** If DMH terminates the contract in whole or in part, it may acquire, under the terms and in the manner the Director/ACCO considers appropriate, supplies and services similar to those terminated and the Contractor shall be liable to DMH for any excess costs for those supplies and services. However, the Contractor shall continue the work not terminated.
- E.4.4** Except for default by subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such issues include (i) acts of God, (ii) fires or floods, (iii) strikes and (iv) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- E.4.5** If the failure to perform is caused by the fault of a subcontractor, at any tier and, if the cause of the default is beyond the control of both the Contractor and the subcontractor and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required schedule.
- E.4.6** If the contract is terminated for default, DMH may require the Contractor to transfer title and deliver to DMH as directed by the Director/ACCO, any completed and partially completed supplies and materials that the Contractor has specifically produced or acquired for the terminated portion of the contract. Upon direction of the Director/ACCO, the Contractor shall also protect and preserve property in its possession in which DMH has an interest.
- E.4.7** DMH shall pay the contract price or a portion thereof, for fully or partially completed or delivered supplies and services that are accepted by DMH.
- E.4.8** If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience of DMH.
- E.4.9** The rights and remedies of DMH in this clause are in addition to any other rights and remedies provided by law or under the Contract.

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

**PART I: THE SCHEDULE**

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**SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES****F.1 PERIOD OF PERFORMANCE**

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 Contractors before the expiration of the contract; provided that the District shall give the Contractors' 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 Contractors 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 Contractors shall perform the activities required to successfully complete the District's requirements as specified in Section C of this Solicitation and submit each deliverable to the respective **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 Contractors shall submit to the District, as a deliverable, the report described in section H.6 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractors do not submit the report as part of the deliverables, final payment to the Contractors shall not be paid pursuant to section G.3.2.

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

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**SECTION G: CONTRACT ADMINISTRATION****G.1 DIRECTOR, CONTRACTS AND PROCUREMENT AGENCY CHIEF CONTRACTING OFFICER (DIRECTOR/ACCO)**

Correspondence or inquiries related to this contract or any modifications shall be addressed to:

Samuel J. Feinberg, CPPO, CPPB  
Director, Contracts and Procurement  
Agency Chief Contracting Officer  
Department of Mental Health  
64 New York Avenue, NE Second Floor  
Washington, DC 20002  
(202) 671-3188 – Office  
Email: [Samuel.feinberg@dc.gov](mailto:Samuel.feinberg@dc.gov)

**G.2 TYPE OF CONTRACT**

**G.2.1** This is a Firm Fixed Price Contract for Construction Maintenance Services. The Contractor shall be remunerated as indicated in Section B. In the event of termination under this Contract, the DMH shall only be liable for the payment of all services accepted during increment of the hours of work actually performed.

This Contract is a “non-personal services Contract”. It is therefore, understood and agreed that the Contractor and/or the Contractor’s employees: (1) shall perform the services specified herein as independent Contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required to bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this Contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the Government’s right and obligation to inspect, accept or reject work, comply with such general direction of the Director/ACCO, or the duly authorized representative as the COTR as is necessary to ensure accomplishment of the Contract objectives.

By accepting this order or Contract the Contractor agrees, that the District, at its discretion, after completion of order or Contract period, may hire an individual who is performing services as a result of this order or Contract, with restriction, penalties or fees.

**G.3 MODIFICATIONS**

**G.3.1** Any changes, additions or deletions to this Contract shall be made in writing by a formal Modification to this Contract and shall be signed by the Director/ACCO only.

**G.3.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of the Contract, unless issued in writing and signed by the Director/ACCO.

**G.3.3** In the event the Contractor effects any change at the instruction or request of any person other than the Director/ACCO, 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.4 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR**

**G.4.1** The District Government operates by the Fiscal Year which commences on October 1, 2012 and ends on September 30, 2013. Funds are not presently available for performance under this Contract beyond September 30, 2013. DMH's obligation for performance of this Contract beyond that date is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of the DMH for any payment may arise for performance under this Contract beyond September 30, 2013 until funds are made available to the Director/ACCO for performance and until the Contractor receives notice of availability of funds, to be confirmed in writing by the Agency's Chief Financial Officer.

**G.5 ORDERING CLAUSE**

- G.5.1** Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the CO. Such orders may be issued during the term of this contract.
- G.5.2** All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.
- G.5.3** If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods

**G.6 DESIGNATION OF THE CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

The Director/ACCO shall designate a COTR.

- G.6.1** 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.6.1.1** Keeping the Director/ACCO 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.6.1.2** Coordinating site entry for Contractor personnel, if applicable;
  - G.6.1.3** 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.6.1.4** Reviewing and approving invoice submissions for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices in accordance with the District's payment provisions; and



**G.6.1.5** Maintaining a file that includes all Contract correspondence, modifications, records of inspections (site, data, equipment).

**G.6.2** The address and telephone number of the COTR is:

Renee Bivins, Materials Manager  
Saint Elizabeths Hospital  
1100 Alabama Ave S.E  
Washington D.C 20032  
Saint Elizabeths Hospital Warehouse Operations  
Office: (202) 299-5221  
Email: Renee.Bivins@dc.gov

**G.6.3** 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 Contractor 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.6.4** The Contractor shall be fully responsible for any changes not authorized in advance, in writing, by the Director/ACCO compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

**G.7 BILLING AND PAYMENT**

**G.7.1** The District shall make payments to the Contractor at the prices stipulated in this contract, for supplies delivered and accepted and/or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

**G.7.2** In accordance with the Quick Payment Act, D.C. Official Code § 2-221.02, payment shall be made within Forty Five (45) days from the date of receipt of a properly submitted invoice, after all approvals are completed as required by the PASS system. DMH shall only pay the Contractor for performing the services under this contract at the prices stated in Section B.

**G.8 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

**G.8.1** 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.8.2** No final payment shall be made to the Contractors 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.9 ASSIGNMENT OF CONTRACT PAYMENTS**

- G.9.1** 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.9.2** Any assignment shall cover all unpaid amounts payable under this Contract and shall not be made to more than one party.
- G.9.3** 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.10 THE QUICK PAYMENT CLAUSE**

**G.10.1 Interest Penalties to Contractors**

**G.10.1.1** 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.10.1.2** 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.10.2 Payments to Subcontractors**

**G.10.2.1** 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 subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the Contract; or
- b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

**G.10.2.2** The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 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.10.2.3** 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.10.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

### **G.10.3 Subcontractor Requirements**

**G.10.3.1** The Contractor shall include in each subcontract under this Contract a provision requiring the subcontractor to include in its Contract with any lower-tier 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.11 INVOICE SUBMITTAL**

**G.11.1** The Contractor shall submit, on a monthly basis, an original and three copies of each invoice to:

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

or by e-mail to [dmh.ap@dc.gov](mailto:dmh.ap@dc.gov)

The invoice shall then be forwarded by the Accounts Payable Office to the COTR. The invoices shall include the Contractor's name and address, invoice date, Contract number, Contract line items numbers (CLINS), description of the services, quantity, unit price and extended prices, terms of any prompt payment discounts offered, name and address

of the official to whom payment is to be sent and the name, title and phone number of the person to be notified in the event of a defective invoice. Payment shall be made within Thirty (30) days after the Accounts Payable Office receives a proper and certified invoice, unless a discount for prompt payment is offered and payment is made within the discount periods. Please note that the invoice shall match the itemized lines (CLIN Lines) of the Purchase Order as written up to but not exceeding the maximum of each line. **Any invoices deemed improper for payment shall be returned UNPAID and shall be corrected and resubmitted as indicated in this clause.**

- G.11.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.11.2.1** Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
  - G.11.2.2** Contract number and invoice number;
  - G.11.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
  - G.11.2.4** Other supporting documentation or information, as required by the Contracting Officer;
  - G.11.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
  - G.11.2.6** Name, title, phone number of person preparing the invoice;
  - G.11.2.7** 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.11.2.8** Authorized signature.

## **G.12 RESPONSIBILITY FOR AGENCY PROPERTY**

The Contractor shall assume full responsibility for and shall indemnify the DMH for any and all loss or damage of whatsoever kind and nature to any and all Agency property, including any equipment, supplies, accessories, or part furnished, while in Contractor's custody during the performance of services under this contract, or while in the Contractor's custody for storage or repair, resulting from the negligent acts or omissions of the Contractor or any employee, agent, or representative of the Contractor or Subcontractors. The Contractor shall do nothing to prejudice the DMH's right to recover against third parties for any loss, destruction of, or damage to DMH property and upon the request of the Director, Contracts and procurement/ Agency Chief Contracting Officer shall, at the DMH's expense, furnish to the DMH all reasonable assistance and cooperation, including assistance in the protection of suit and the execution of instruments of assignment in favor of the DMH recovery.

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

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**SECTION H: SPECIAL CONTRACT REQUIREMENTS****H.1 LIQUIDATED DAMAGES**

- H.1.1** When the Contractors 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/ACCO shall be in an amount of \$150.00 per day against the Contractors 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 Contractors is unable to cure its deficiencies in a timely manner and DMH requires a replacement Contractor to perform the required services, the Contractors shall be liable for Liquidated Damages accruing until the time DMH is able to award said contract to a qualified responsive and responsible Contractors. Additionally, if the Contractors are 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 Contractors 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 Contractors 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 Contractors 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 Contractors shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the ACCO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractors may be entitled to an equitable adjustment.

**H.4 PUBLICITY**

The Contractors shall at all times obtain the prior written approval from the ACCO 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 Contractors 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 Contractors 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 Contractors 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 Contractors' final request for payment from the District, the Contractors shall:

- (1) Document in a report to the ACCO its compliance with section H.6.4 of this clause;  
or
- (2) Submit a request to the ACCO 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 Contractors enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certify 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 Contractors' final payment request and related documentation pursuant to sections H.6.5 and H.6.6, the DIRECTOR/ACCO shall determine whether the Contractors are 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 Contractors are 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.6.9** 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 Contractors 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 Contractors 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 Contractors 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 Contractors 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 Contractors 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 Contractors 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 Contractors 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 Bid, a notarized statement detailing its subcontracting plan. Bids responding to this IFB shall be deemed nonresponsive and shall be rejected if the Bidder is required to subcontract, but fails to submit a subcontracting plan with its Bid. 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 Contractors have 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, 2013) is contingent upon future fiscal appropriations.

**I.3 CONFIDENTIALITY OF INFORMATION**

The Contractors 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 Contractors 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 Contractors 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 Contractors 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 Contractors 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 Contractors 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 Contractors, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the ACCO is obtained, the Contractors 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 the Contractors 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 Contractors 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 Contractors at the time of delivery of such work.

## **I.6 OTHER CONTRACTORS**

The Contractors 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 Contractors hereunder shall not subcontract any of the Contractor's work or services to any sub-Contractor without the prior written consent of the CO. Any work or service so sub-contracted 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 Contractors. Any such subcontract shall specify that the Contractors and the sub-contractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractors shall remain liable to the District for all Contractor's work and services required hereunder.

## **I.8 INSURANCE**

A. **GENERAL REQUIREMENTS.** The Contractors 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 ACCO 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 ACCO 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 ACCO with ten (10) days prior written notice in the event of non-payment of premium.

1. **Commercial General Liability Insurance.** The Contractors shall provide evidence satisfactory to the ACCO 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 Contractors shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
2. **Automobile Liability Insurance.** The Contractors 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 Contractors 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 Contractors 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 Contractors 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 SHALL 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 Contractors shall immediately provide the ACCO 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 Contractors 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  
64 New York Avenue, 2nd Floor  
Washington, DC 20002  
(202) 671-3188 – Office  
Email: [Samuel.feinberg@dc.gov](mailto:Samuel.feinberg@dc.gov)

- H. DISCLOSURE OF INFORMATION. The Contractors 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 Bidder 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 IFB 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) IFB, as amended
- (6) BAFOs (RFPs only)
- (7) Bid

**\*\*\* 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>Standard Contract Provisions:</b> Government of the District of Columbia Standard Contract Provisions For Use With District of Columbia Supplies and Services Contracts dated March 2007 ( <a href="http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Standard+Contract+Provisions+(March+2007)">http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Standard+Contract+Provisions+(March+2007)</a> )
J.2	<b>WAGE DETERMINATION:</b> U.S. Department of Labor Wage Determination Under the Service Contract Act – <i>WD05-2103 Revision12 dated 06/13/2012 (See Attachment)</i>
J.3	<b>SETTLEMENT AGREEMENT DATED SEPTEMBER 8, 2011 IN DIXON, et al. v GRAY, et al, ca 74-285 (TFH) (DIXON SETTLEMENT AGREEMENT)</b> (Double click on link) <a href="http://www.dmh.dc.gov/dmh/frames.asp?doc=/dmh/lib/dmh/pdf/DixonSettlementAgreement/Settlement_Agreement.pdf">http://www.dmh.dc.gov/dmh/frames.asp?doc=/dmh/lib/dmh/pdf/DixonSettlementAgreement/Settlement_Agreement.pdf</a>
J.4	<b>EQUAL EMPLOYMENT OPPORTUNITY INFORMATION AND MAYOR ORDER 85-85.</b> ( <a href="http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/EEO+Information+and+Mayor+Order+85-85">http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/EEO+Information+and+Mayor+Order+85-85</a> )
J.5	<b>FIRST SOURCE EMPLOYMENT AGREEMENT</b> Available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Solicitation Attachments”
J.6	<b>TAX CERTIFICATION AFFIDAVIT</b> ( <a href="http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Tax+Certification+Affidavit">http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Tax+Certification+Affidavit</a> )
J.7	<b>LIVING WAGE ACT FACT SHEET (THE WAY TO WORK AMENDMENT ACT OF 2006)</b> (Attached)
J.8	<b>OFFICE OF CONTRACTING AND PROCUREMENT BIDDER/OFFEROR CERTIFICATION FORM</b> Available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Solicitation Attachments”
J.9	<b>DEPARTMENT OF MENTAL HEALTH POLICIES AND RULES (New)</b> <a href="http://www.dmh.dc.gov/dmh/cwp/view.a,3,q,621393.dmhNav,%7C31262%7C.asp">http://www.dmh.dc.gov/dmh/cwp/view.a,3,q,621393.dmhNav,%7C31262%7C.asp</a>
J.10	<b>PROCUREMENT PRACTICES REFORM ACT (PPRA);</b> <a href="http://ocp.dc.gov/DC/OCP/e-Library/Procurement+Practices+Reform+Act+of+2010">http://ocp.dc.gov/DC/OCP/e-Library/Procurement+Practices+Reform+Act+of+2010</a>
J.11	<b>Sub-Contracting Plan Form</b> , available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Solicitation Attachments”

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

## SECTION K

**REPRESENTATIONS, CERTIFICATIONS AND OTHER  
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SECTION K

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF CONTRACTORS

K.1 TAX CERTIFICATION

Each Prospective Contractor shall submit with its offer, a sworn Tax Certification Affidavit incorporated herein as Attachment J.5.

K.2 AUTHORIZED NEGOTIATORS

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

Three horizontal lines for listing authorized negotiators.

K.3 TYPE OF BUSINESS ORGANIZATION

K.3.1 The Prospective Contractor, by checking the applicable box, represents that

(a) It operates as:

- \_\_\_\_\_ a corporation incorporated under the laws of the State of \_\_\_\_\_
\_\_\_\_\_ an individual,
\_\_\_\_\_ a partnership
\_\_\_\_\_ a nonprofit organization, or
\_\_\_\_\_ a joint venture; or

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

- \_\_\_\_\_ an individual
\_\_\_\_\_ a joint venture, or
\_\_\_\_\_ a corporation registered for business in \_\_\_\_\_ (Country)

K.4 EMPLOYMENT AGREEMENT

For all offers over \$100,000, except for those in which the Prospective Contractor is located outside the Washington Metropolitan Area and shall perform no work in the Washington Metropolitan Area, the following certification is required (see Clause 28 of the Standard Contract Provisions). The Prospective Contractor recognizes that one of the primary goals of the District government is the creation of job opportunities for bona fide District residents. Accordingly, the Prospective Contractor agrees to pursue the District's following goals for utilization of bona fide residents of the District of Columbia with respect to this Solicitation and in compliance with Mayor's Order 83-265 and implementing instructions: (1) at least 51% of all jobs created as a result of this Solicitation are to be performed by employees who are residents of the District of Columbia; and (2) at least 51% of apprentices and trainees shall be residents of

the District of Columbia registered in programs approved by the D.C. Apprenticeship Council. The Prospective Contractor also agrees to notify all perspective Subcontractors, prior to execution of any Contractual agreements, that the Subcontractors are expected to implement Mayor’s Order 83-265 in their own employment practices. The Prospective Contractor understands and shall comply with the requirements of The Volunteer Apprenticeship Act of 1978, D.C. Code sec. 36-401 et seq. and the First Source Employment Agreement Act of 1984, D.C. Code sec. 1-1161 et seq.

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

Name \_\_\_\_\_ Title \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

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

Contracts”, dated June 10, 1985 and the Office of Human Rights’ regulations, Chapter 11, “Equal Employment Opportunity Requirements in Contracts”, promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for Contracts subject to the order. Failure to complete the certification may result in rejection of the Prospective Contractor for a Contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor’s Order 85-85 and the Office of Human Rights’ regulations, Chapter 11 and agree to comply with them in performance of this Solicitation.

Prospective Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

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

Signature \_\_\_\_\_

Prospective Contractor \_\_\_ has \_\_\_ has not participated in a previous Contract or Subcontract subject to the Mayor’s Order 85-85. Prospective Contractor \_\_\_ has \_\_\_ has not filed all required compliance reports and representations indicating submission of required reports signed by proposed Subcontractors. (The above representations need not be submitted in connection with Contracts or Subcontracts, which are exempt from the Mayor’s Order.)

**K.6 WALSH-HEALY ACT**

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



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

If your offer is \$10,000, or more, the following information **SHALL** be furnished:

- (c) Regular Dealer

\_\_\_\_\_ The Prospective Contractor is a Regular Dealer.

\_\_\_\_\_ The Prospective Contractor is not a Regular Dealer.

- (d) Manufacturer

\_\_\_\_\_ The Prospective Contractor is a Manufacturer.

\_\_\_\_\_ The Prospective Contractor is not a Manufacturer.

**K.7 BUY AMERICAN CERTIFICATION**

The Prospective Contractor hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Clause 29 of the Standard Contract Provisions, "Buy American Act") and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

\_\_\_\_\_ EXCLUDED END PRODUCTS

\_\_\_\_\_ COUNTRY OF ORIGIN

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

Each Prospective Contractor shall check one of the following:

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

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

\_\_\_\_\_

\_\_\_\_\_

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

- (a) Each signature of the Prospective Contractor is considered to be a certification by the signatory that:
  - (b) The prices in this Solicitation have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Contractor or competitor relating to:
    - 1. those prices
    - 2. the intention to submit a Contract, or
    - 3. the methods or factors used to calculate the prices in the Contract;
  - (c) The prices in this Solicitation have not been and shall not be knowingly disclosed by the Prospective Contractor, directly or indirectly, to any other Prospective Contractor or competitor before Contract opening unless otherwise required by law; and
  - (d) No attempt has been made or shall be made by the Prospective Contractor to induce any other concern to submit or not to submit a Contract for the purpose of restricting competition.
  - (e) Each signature on the offer is considered to be a certification by the signatory that the signatory;
    - 1. Is the person in the Prospective Contractor's organization responsible for determining the prices being offered in this Solicitation and that the signatory has not participated and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
    - 2. Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:  

---

(insert full name of person(s) in the organization responsible for determining the prices offered in this Solicitation and the title of his or her position in the Prospective Contractor's organization);
  - (i) As an authorized agent, does certify that the principals named in subdivision (b)(2)(I) above have not participated and shall not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
  - (ii) As an agent, has not participated and shall not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.
- (f) If the Prospective Contractor deletes or modifies subparagraph (a) (2) above, the Prospective Contractor shall furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**K.10 ACKNOWLEDGMENT OF AMENDMENTS**

Contractor acknowledges receipt of Amendment to the solicitation and related documents numbered and dated as follows:

<u>Amendment No.</u>	<u>Date</u>	<u>Name of Authorized Representative</u>	<u>Title of Authorized Representative</u>	<u>Signature of Authorized Representative</u>

**\*\*\*\*END OF SECTION K\*\*\*\***

## PART IV – REPRESENTATIONS AND INSTRUCTIONS

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**SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS****L.1 CONTRACT AWARD**

**L.1.1** The District intends to award a single contract resulting from this solicitation to the responsible bidder whose bid conforming to the solicitation shall be most advantageous to the District, cost or price and other factors, specified elsewhere in this solicitation and who is deemed responsive and responsible.

**L.1.2** The District may award this contract on the basis of initial bids received, without discussion. Therefore, each initial offer should contain the Bidder's best terms from a standpoint of cost or price and other factors. The District reserves the right to accept/reject any/all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.

**L.2 BID ORGANIZATION AND CONTENT**

One original and two (2) copies of the written response to this Invitation For Bid required from Prospective Contractors shall be submitted. Each page shall be numbered and labeled to include the Solicitation number and name of the Prospective Contractor. Each IFB response shall be submitted in a sealed envelope conspicuously marked:

“BID in Response to Solicitation No. **RM-13-IFB-058-BY4-SDS**”

Bidders shall make no changes to the requirements set forth in this solicitation. The bidder must bid on all CLINs to be considered for this award. Failure to bid on all CLINs (Schedule B Pricing Sheet) shall render the bid non-responsive and disqualify a bid. The bidder shall complete, sign and submit all representations, certifications and acknowledgements as appropriate.

**L.3 EXPLANATION TO PROSPECTIVE BIDDERS**

If a Prospective Contractor has any questions relative to this Contract, the Prospective Contractor shall submit the question in writing to the Contact Person, identified on page one, in writing. The Prospective Contractor shall submit questions no later than 2:00 PM on December 28, 2012. The District shall not consider any questions received after December 28, 2012. The District shall furnish responses promptly to all other Prospective Contractors. An amendment to the solicitation shall be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other Prospective Contractors. Oral explanations or instructions given before the award of the contract shall not be binding.

Correspondence or inquiries related to this Solicitation or any modifications shall be addressed to:

Samuel J. Feinberg, CPPO, CPPB  
Director, Contracts and Procurement  
Agency Chief Contracting Officer  
Department of Mental Health  
64 New York Avenue, 2nd Floor  
Washington, DC 20002  
Office (202) 671-3188 – Fax (202) 671-3395  
Email: [Samuel.feinberg@dc.gov](mailto:Samuel.feinberg@dc.gov)

**L.4 FAMILIARIZATION WITH CONDITIONS**

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

**L.5 BID SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF BIDS AND LATE BIDS****L.51 Bid Submission**

BIDs must be submitted no later than *11:00 AM (Local Time) on January 9, 2013.*

BIDs, modifications to BIDs, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are “late” and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a. The BID or modification was sent by registered or certified mail not later than the fifth (5<sup>th</sup>) calendar day before the date specified for receipt of offers;
- b. The BID or modification was sent by mail and it is determined by the ACCO that the late receipt at the location specified in the solicitation was caused solely by mishandling by the District.
- c. The Bidders shall sign the Offer in **Blue Ink** and print or type the name of the Bidder and the name and title of the person authorized to sign the Offer in blocks 14, 14A, 15 and 15A of Section A, Solicitation, Offer and Award form, page one of this solicitation. The Bidder’s solicitation submission must be **signed in Blue Ink.** DMH shall not under any circumstances accept a submission signed by someone other than an authorized negotiator, nor submitted with either an electronic signature, a signature stamp, a color copy of a signature, or anything other than an original signature in **Blue Ink** by an authorized negotiator. Furthermore, wherever any other part of the solicitation requires you to submit a document with a signature, only an original signature by an authorized negotiator, in **Blue Ink** shall be accepted by DMH. Erasures or other changes must be initialed by the person signing the Offer.

**L.5.2 Postmarks**

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

**L.5.3 Late Modifications**

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

**L.5.4 Late Bids**

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

**L.6 BIDS WITH OPTION YEARS**

The Bidders shall include option year prices in its price/cost BID. An offer may be determined to be unacceptable if it fails to include pricing for the option year(s).

**L.7 RESTRICTION ON DISCLOSURE AND USE OF DATA**

**L.7.1** Bidders who include in their BID data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

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

If, however, a contract is awarded to this Bidder as a result of or in connection with the submission of this data, the District shall have the right to duplicate, use, or disclose the data to the extent consistent with the District’s needs in the procurement process. This restriction does not limit the District’s rights to use, without restriction, information contained in this BID if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets).”

**L.7.2** Mark each sheet of data it wishes to restrict with the following legend:

“Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this BID.”

**L.8 BID PROTESTS**

Any actual or prospective Bidder or Contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial BIDs shall be filed with the Board prior to the time set for receipt of initial BIDs. In procurements in which BIDs are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of BIDs following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4<sup>th</sup> Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the ACCO for the solicitation.

**L.9 UNNECESSARILY ELABORATE BIDS**

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

**L.10 RETENTION OF BIDS**

All BID documents shall be the property of the District and retained by the District and therefore shall not be returned to the Bidders.

**L.11 ERRORS IN BIDS**

Bidders are expected to read and fully understand information and requirements in the solicitation; failure to do so shall be at the Bidder's risk. In the event of a discrepancy between the unit price and the total price, the unit price shall govern.

**L.12 BID COSTS**

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

**L.13 BID OPENNING**

Bids must be submitted No Later Than 11:00 A.M. local time on January 9, 2013.

**L.13.1** Bids shall be publicly opened by the Department of Mental Health Contracts and Procurement Services immediately following the IFB submission deadline of 11:00 AM on January 9, 2013, at 64 New York Avenue, NE, Second Floor, Washington, DC 20002

**L.14 CERTIFICATES OF INSURANCE**

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverage as specified in Section I.8 to:

Samuel J. Feinberg, CPPO, CPPB  
Director, Contracts and Procurement  
Agency Chief Contracting Officer  
Department of Mental Health  
64 New York Avenue, 2nd Floor  
Washington, DC 20002  
Office (202) 671-3188 – Fax (202) 671-3395  
Email: [Samuel.feinberg@dc.gov](mailto:Samuel.feinberg@dc.gov)

**L.15 ACKNOWLEDGMENT OF AMENDMENTS**

The Bidder shall acknowledge receipt of any amendment to this solicitation. The District must receive the acknowledgment by the date and time specified for receipt of BIDs. An Bidder's failure to acknowledge an amendment may result in rejection of its offer.

**L.16 LEGAL STATUS OF BIDDER**

Each BID must provide the following information:

**L.16.1** Name, address, telephone number and federal tax identification number of Bidder;

**L.16.2** A copy of each District of Columbia license, registration or certification that the Bidder is required by law to obtain. This mandate also requires the Bidder to provide a copy of



the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the Bidder is required by law to make such certification. If the Bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

**L.16.3** If the Bidder is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture and copies of any joint venture or teaming agreements.

## **L.17 GENERAL STANDARDS OF RESPONSIBILITY**

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

**L.17.1** To be determined responsible, a prospective Contractor must demonstrate that it:

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- (c) Has a satisfactory performance record;
- (d) Has a satisfactory record of integrity and business ethics;
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (f) Has a satisfactory record of compliance with labor and civil rights laws and rules and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.*;
- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting and operational control, and technical skills;
- (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment and facilities;
- (i) Has not exhibited a pattern of overcharging the District;
- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

**L.17.2** If the prospective Contractor fails to supply the information requested, the ACCO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the ACCO shall determine the prospective Contractor to be nonresponsible.

**SECTION M**  
**EVALUATION FACTORS**  
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**SECTION M: EVALUATION FACTORS****M.1. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES**

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

**M.1.1. Application of Preferences**

For evaluation purposes, the allowable preferences under the Act shall be applicable to prime contractors as follows:

**M.1.1.1** Any prime Contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) shall receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to this Invitation for Bids (IFB).

**M.1.1.2** Any prime Contractor that is a resident-owned business (ROB) certified by DSLBD shall receive a five percent (5%) reduction in the bid price for a bid submitted by the ROB in response to this IFB.

**M.1.1.3** Any prime Contractor that is a longtime resident business (LRB) certified by DSLBD shall receive a five percent (5%) reduction in the bid price for a bid submitted by the LRB in response to this IFB.

**M.1.1.4** Any prime Contractor that is a local business enterprise (LBE) certified by DSLBD shall receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to this IFB.

**L.1.1.5** Any prime Contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD shall receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to this IFB.

**M.1.1.6** Any prime Contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD shall receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to this IFB.

**M.1.1.7** Any prime Contractor that is a veteran-owned business (VOB) certified by DSLBD shall receive a two percent (2%) reduction in the bid price for a bid submitted by the VOB in response to this IFB.

**M.1.1.8** Any prime Contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD shall receive a two percent (2%) reduction in the bid price for a bid submitted by the LMBE in response to this IFB.

**M.1.2 Maximum Preference Awarded**

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

**M.1.3 Preferences for Certified Joint Ventures**

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

**M.1.4 Verification of Bidder's Certification as a Certified Business Enterprise**

**M.1.4.1** Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its bid. The ACCO shall verify the bidder's certification with DSLBD and the bidder should not submit with its bid any documentation regarding its certification as a certified business enterprise.

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

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

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

**M.2 EVALUATION OF OPTION YEARS**

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

# ATTACHMENT J.1

**GOVERNMENT OF THE DISTRICT OF COLUMBIA**

**STANDARD CONTRACT PROVISIONS**

**FOR USE WITH**

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

**March 2007**

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

**STANDARD CONTRACT PROVISIONS**  
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**1. Covenant Against Contingent Fees:**

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

**2. Shipping Instructions – Consignment:**

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

**3. Patents:**

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

**4. Quality:**

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

**5. Inspection Of Supplies:**

- (a) Definition. "Supplies," as used in this clause, includes, but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.
- (b) The Contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notification of rejection. Upon the Contractor's failure to cure within ten (10) days after date of notification, the District may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense.
- (c) The Contractor shall provide and maintain an inspection system acceptable to the District covering supplies under this contract and shall tender to the District for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the



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

- (d) The District has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The District will perform inspections and tests in a manner that will not unduly delay the work. The District assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in the contract.
- (e) If the District performs inspection or test on the premises of the Contractor or subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the District will bear the expense of District inspections or tests made at other than Contractor's or subcontractor's premises; provided, that in case of rejection, the District will not be liable for any reduction in the value of inspection or test samples.
  - (1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.
  - (2) Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes re-inspection or retest
- (f) The District has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or otherwise not in conformity with contract requirements. The District may reject nonconforming supplies with or without disposition instructions.
- (g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and when required, shall disclose the corrective action taken.
- (h) If the Contractor fails to remove, replace, or correct rejected supplies that are required to be replaced or corrected within ten (10) days, the District may either (1) by contract or otherwise, remove, replace or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

- (i) If this contract provides for the performance of District quality assurance at source, and if requested by the District, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract, and (ii) when the supplies will be ready for District inspection.
- (j) The District request shall specify the period and method of the advance notification and the District representative to whom it shall be furnished. Requests shall not require more than 2 business days of advance notification if the District representative is in residence in the Contractor's plant, nor more than 7 business days in other instances.
- (k) The District will accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. District failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability upon the District, for non-conforming supplies.
- (l) Inspections and tests by the District do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.
- (m) If acceptance is not conclusive for any of the reasons in subparagraph (l) hereof, the District, in addition to any other rights and remedies provided by law, or under provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or noncompliance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the District will have the right to return the rejected materials at Contractor's risk and expense or contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the District thereby.

**6. Inspection Of Services:**

- (a) Definition. "Services" as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the District covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the District during contract performance and for as long afterwards as the contract requires.

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- (c) The District has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The District will perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the District performs inspections or tests on the premises of the Contractor or subcontractor, the Contractor shall furnish, without additional charge, all reasonable facilities and assistance for the safety and convenient performance of these duties.
- (e) If any of the services do not conform to the contract requirements, the District may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the District may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect value of services performed.
- (f) If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity to contract requirements, the District may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the District that is directly related to the performance of such services, or (2) terminate the contract for default.

**7. Waiver:**

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

**8. Default:**

- (a) The District may, subject to the provisions of paragraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:
  - (1) If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
  - (2) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.
- (b) In the event the District terminates this contract in whole or in part as provided in paragraph (a) of this clause, the District may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or service similar to those so terminated, and the Contractor shall be liable to the District for any excess costs for similar supplies or services; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

- (c) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the District or Federal Government in either their sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without fault or negligence of the Contractor. If the failure to perform is caused by the default of the subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess cost for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- (d) If this contract is terminated as provided in paragraph (a) of this clause, the District, in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the District, in the manner and to the extent directed by the Contracting Officer, (i) completed supplies, and (ii) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures plans, drawing information, and contract rights (hereinafter called "manufacturing materials") as the Contractor has specifically produced or specifically acquired for the performance of such part of this contract as has been terminated; and the Contractor shall, upon direction of the Contracting Officer, protect and preserve property in possession of the Contractor in which the District has an interest. Payment for completed supplies delivered to and accepted by the District will be at the contract price. Payment for manufacturing materials delivered to and accepted by the District will be at the contract price. Payment for manufacturing materials delivered to and accepted by the District and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Contracting Officer; failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". The District may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sum as the Contracting Officer determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.
- (e) If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination of convenience of the District, be the same as if the notice of termination had been issued pursuant to such clause. See Clause 20 for Termination for Convenience of the District.
- (f) The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- (g) As used in paragraph (c) of this clause, the terms "subcontractor(s) means subcontractor(s) at any tier.

**9. Indemnification:**

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

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

**10. Transfer:**

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

**11. Taxes:**

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

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

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

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

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

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

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

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

**12. Appointment of Attorney:**

- (a) The bidder/offeror or contractor (whichever the case may be) does hereby irrevocably designate and appoint the Clerk of the District of Columbia Superior Court and his successor in office as the true and lawful attorney of the Contractor for the purpose of receiving service of all notices and processes issued by any court in the District of Columbia, as well as service of all pleadings and other papers, in relation to any action or legal proceeding arising out of or pertaining to this contract or the work required or performed hereunder.
- (b) The bidder/offeror or contractor (whichever the case may be) expressly agrees that the validity of any service upon the said Clerk as herein authorized shall not be affected either by the fact that the contractor was personally within the District of Columbia and otherwise subject to personal service at the time of such service upon the said Clerk or by the fact that the contractor failed to receive a copy of such process, notice or other paper so served upon the said Clerk provided the said Clerk shall have deposited in the United States mail, registered and postage prepaid, a copy of such process, notice, pleading or other paper addressed to the bidder/offeror or contractor at the address stated in this contract.

**13. District Employees Not To Benefit:**

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

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

**14. Disputes:**

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

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

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

- (a) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the Contracting Officer for a decision. The contractor's claim shall contain at least the following:
  - (1) A description of the claim and the amount in dispute;
  - (2) Any data or other information in support of the claim;
  - (3) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
  - (4) The Contractor's request for relief or other action by the Contracting Officer.
- (b) The Contracting Officer may meet with the Contractor in a further attempt to resolve the claim by agreement.
- (c) For any claim of \$50,000 or less, the Contracting Officer shall issue a decision within sixty (60) days from receipt of a written request from a Contractor that a decision be rendered within that period.
- (d) For any claim over \$50,000, the Contracting Officer shall issue a decision within ninety (90) days of receipt of the claim. Whenever possible, the Contracting Officer shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
- (e) The Contracting Officer's written decision shall do the following:
  - (1) Provide a description of the claim or dispute;
  - (2) Refer to the pertinent contract terms;
  - (3) State the factual areas of agreement and disagreement;
  - (4) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
  - (5) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
  - (6) Indicate that the written document is the contracting officer's final decision; and
  - (7) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (f) Any failure by the Contracting Officer to issue a decision on a contract claim within the required time period will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as authorized by D.C. Official Code § 2-309.04.

- (g) (1) If a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim.
- (2) Liability under paragraph (g)(1) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- (h) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D. C. Official Code § 2-309.04.
- (i) Pending final decision of an appeal, action, or final settlement, a Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

C. Claims by the District against a Contractor

- (a) Claim as used in Section C of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.
- (b) (1) All claims by the District against a Contractor arising under or relating to a contract shall be decided by the Contracting Officer.
- (2) The Contracting Officer shall send written notice of the claim to the Contractor. The Contracting Officer's written decision shall do the following:
  - (a) Provide a description of the claim or dispute;
  - (b) Refer to the pertinent contract terms;
  - (c) State the factual areas of agreement and disagreement;
  - (d) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
  - (e) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
  - (f) Indicate that the written document is the Contracting Officer's final decision; and
  - (g) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.



- (3) The decision shall be supported by reasons and shall inform the Contractor of its rights as provided herein.
- (4) The authority contained in this clause shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle, or determine.
- (5) This clause shall not authorize the Contracting Officer to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D.C. Official Code §2-309.04.
- (d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

**15. Changes:**

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

**16. Termination For Convenience Of The District:**

- (a) The District may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the District's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and effective date.
- (b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:
  - (1) Stop work as specified in the notice.
  - (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
  - (3) Terminate all contracts to the extent they relate to the work terminated.

- (4) Assign to the District, as directed by the Contracting Officer, all rights, title and interest of the Contractor under the subcontracts terminated, in which case the District will have the right to settle or pay any termination settlement proposal arising out of those terminations.
  - (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts. The approval or ratification will be final for purposes of this clause.
  - (6) As directed by the Contracting Officer, transfer title and deliver to the District (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other materials produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract has been completed, would be required to be furnished to the District.
  - (7) Complete performance of the work not terminated.
  - (8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the District has or may acquire an interest.
  - (9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (6) above; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the District under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.
- (c) After the expiration of ninety (90) days (or such longer period as may be agreed to) after receipt by the Contracting Officer of acceptable inventory schedules, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality of termination inventory not previously disposed of excluding items authorized for disposition by the Contracting Officer. The Contractor may request the District to remove those items or enter into an agreement for their storage. Within fifteen (15) days, the District will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within forty five (45) days from submission of the list, and shall correct the list, as necessary, before final settlement.
- (d) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than one year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this one year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be

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

- (e) Subject to paragraph (d) above, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (e) or paragraph (f) below, exclusive of costs shown in subparagraph (f)(3) below, may not exceed the total contract price as reduced by (1) the amount of payment previously made and (2) the contract price of work not terminated. The contract shall be amended, and the Contractor paid the agreed amount. Paragraph (f) below shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.
- (f) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (e) above:
  - (1) The contract price for completed supplies or services accepted by the District (or sold or acquired under subparagraph (b)(9) above) not previously paid for, adjusted for any saving of freight and other charges.
  - (2) The total of :
    - (i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) above;
    - (ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subparagraph (f)(1) above; and
    - (iii) A sum, as profit on subparagraph f(1) above, determined by the Contracting Officer to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subparagraph (iii) and shall reduce the settlement to reflect the indicated rate of loss.
  - (3) The reasonable cost of settlement of the work terminated, including-
    - (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
    - (ii) The termination and settlement of subcontractors (excluding the amounts of such settlements); and

- (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.
- (g) Except for normal spoilage, and except to the extent that the District expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (f) above, the fair value as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the District or to a buyer.
- (h) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraphs (d), (f) or (j), except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (d) or (j), and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (d), (f) or (j), the District will pay the Contractor (1) the amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken, or (2) the amount finally determined on an appeal.
- (i) In arriving at the amount due the Contractor under this clause, there shall be deducted:
  - (1) All unliquidated advances or other payments to the Contractor under the termination portion of the contract;
  - (2) Any claim which the District has against the Contractor under this contract; and
  - (3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the District.
- (j) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within ninety (90) days from the effective date of termination unless extended in writing by the Contracting Officer.
- (k) (1) The District may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor shall be entitled.
  - (2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the District upon demand together with interest computed at the rate of 10 percent (10%) per year. Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess payment is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or

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

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

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

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

**18. Retention and Examination Of Records:**

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

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

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

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

**19. Non-Discrimination Clause:**

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

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

- (1) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, genetic information, source of income, or place of residence or business. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.
- (2) The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, genetic information, source of income, or place of residence or business.

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

- (a) employment, upgrading or transfer;
  - (b) recruitment, or recruitment advertising;
  - (c) demotion, layoff, or termination;
  - (d) rates of pay, or other forms of compensation; and
  - (e) selection for training and apprenticeship.
- (3) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Agency, setting forth the provisions in subsections (b)(1) and (b)(2) concerning non-discrimination and affirmative action.
  - (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in subsection (b)(2).
  - (5) The Contractor agrees to send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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- (6) The Contractor agrees to permit access to his books, records and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of Human Rights or designee, for purposes of investigation to ascertain compliance with this chapter, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.
- (7) The Contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the District of Columbia adopted by the Director of the Office of Human Rights, or any authorized official.
- (8) The Contractor shall include in every subcontract the equal opportunity clauses, subsections (b)(1) through (b)(9) of this section, so that such provisions shall be binding upon each subcontractor or vendor.
- (9) The Contractor shall take such action with respect to any subcontract as the Contracting Officer may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

**20. Definitions:**

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

**21. Health And Safety Standards:**

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

**22. Appropriation Of Funds:**

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

**23. Buy American Act:**

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

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

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

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

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

**24. Service Contract Act of 1965:**

- (a) Definitions. “Act,” as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. §351, *et seq.*).
  - (1) “Contractor,” as used in this clause, means the prime Contractor or any subcontractor at any tier.
  - (2) “Service employee,” as used in this clause, means any person (other than a person employed in a bona fide executive, administrative, or professional capacity as defined in 29 CFR 541) engaged in performing a District contract not exempted under 41 U.S.C. §356, the principal purpose of which is to furnish services in the United States, as defined in section 22.1001 of the Federal Acquisition Regulation. It includes all such persons regardless of the actual or alleged contractual relationship between them and a contractor.
- (b) Applicability. To the extent that the Act applies, this contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (20 CFR part 4). All interpretations of the Act in Subpart C of 29 CFR 4 are incorporated in this contract by reference. This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. §356, as interpreted in Subpart C of 29 CFR 4.
- (c) Compensation.



- (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or the Secretary's authorized representative, as specified in any wage determination attached to this contract.
- (2) If a wage determination is attached to this contract, the Contractor shall classify any class of service employees not listed in it, but to be employed under this contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph. This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee.
  - (a) The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration (ESA), Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary;
  - (b) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contracting Officer with a written copy of such determination or it shall be posted as a part of the wage determination;
  - (c) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General

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

- (d) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds to a contract under which the classification in question was previously conformed pursuant to this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (*i.e.*, adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in this clause need not be followed;
  - (e) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended;
  - (f) The wage rate and fringe benefits finally determined under this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract;
  - (g) Upon discovery of failure to comply with this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) If the term of this contract is more than 1 year, the minimum wages and fringe benefits required for service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by ESA.
  - (4) The Contractor can discharge the obligation to furnish fringe benefits specified in the attachment or determined under paragraph (2) of this clause by furnishing any equivalent combinations of bona fide fringe

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

- (d) Minimum wage: In the absence of a minimum wage attachment for this contract, the Contractor shall not pay any service or other employees performing this contract less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. §206). Nothing in this clause shall relieve the Contractor of any other legal or contractual obligation to pay a higher wage to any employee.
- (e) Successor contracts: If this contract succeeds a contract subject to the Act under which substantially the same services were furnished and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, then, in the absence of a minimum wage attachment to this contract, the Contractor may not pay any service employee performing this contract less than the wages and benefits, including those accrued and any prospective increases, provided for under that agreement. No Contractor may be relieved of this obligation unless the limitations of 29 CFR 4.1c(b) apply or unless the Secretary of Labor or the Secretary's authorized representative:
  - (1) Determines that the agreement under the predecessor was not the result of arms-length negotiations; or
  - (2) Finds, after a hearing under 29 CFR 4.10, that the wages and benefits provided for by that agreement vary substantially from those prevailing for similar services in the locality or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and 4.11 and parts 6 and 8 that some or all of the wages and fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
- (f) Notification to employees: The Contractor shall notify each service employee commencing work on this contract of a minimum wage and any fringe benefits required to be paid, or shall post a notice of these wages and benefits in a prominent and accessible place at the worksite, using such poster as may be provided by the Department of Labor.

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- (g) Safe and sanitary working conditions: The Contractor shall not permit services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor that are unsanitary, hazardous, or dangerous to the health or safety of service employees. The Contractor shall comply with the health standards applied under 29 CFR Part 1925.
- (h) Records: The Contractor shall maintain for 3 years from the completion of work, and make available for inspection and transcription by authorized ESA representatives, a record of the following:
  - (1) For each employee subject to the Act:
    - (a) Name and address;
    - (b) Work classification or classifications, rate or rates of wages and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;
    - (c) Daily and weekly hours worked; and
    - (d) Any deductions, rebates, or refunds from total daily or weekly compensation.
  - (2) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by ESA under the terms of paragraph (c)(3) of this clause. A copy of the report required by paragraph (e) of this clause will fulfill this requirement.
  - (3) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by this clause. The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division. Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases. The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (i) Pay periods: The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (j) Withholding of payments and termination of contract: The Contracting Officer shall withhold from the prime Contractor under this or any other District contract

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

- (k) Subcontracts: The Contractor agrees to insert this clause in all subcontracts.
- (l) Contractor's report:
  - (1) If there is a wage determination attachment to this contract and any classes of service employees not listed on it are to be employed under the contract, the Contractor shall report promptly to the Contracting Officer the wages to be paid and the fringe benefits to be provided each of these classes, when determined under paragraph (c) of this clause.
  - (2) If wages to be paid or fringe benefits to be furnished any service employees under the contract are covered in a collective bargaining agreement effective at any time when the contract is being performed, the Contractor shall provide to the Contracting Officer a copy of the agreement and full information on the application and accrual of wages and benefits (including any prospective increases) to service employees working on the contract. The Contractor shall report when contract performance begins, in the case of agreements then in effect, and shall report subsequently effective agreements, provisions, or amendments promptly after they are negotiated.
- (m) Contractor's Certification: By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded District contracts by virtue of the sanctions imposed under section 5 of the Act. No part of this contract shall be subcontracted to any person or firm ineligible for award of a District contract under section 5 of the Act. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. §1001.
- (n) Variations, tolerances, and exemptions involving employment: Notwithstanding any of the provisions in paragraphs (c) through (l) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions authorized by the Secretary of Labor.
  - (1)(i) In accordance with regulations issued under Section 14 of the Fair Labor Standards Act of 1938 by the Administrator of the Wage and Hour Division, ESA (29 CFR 520, 521, 524, and 525), apprentices, student learners, and workers whose earning capacity is impaired by age or by physical or mental deficiency or injury, may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1)

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

- (ii) The Administrator will issue certificates under the Act for employing apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages, but without changing requirements concerning fringe benefits or supplementary cash payments in lieu of these benefits.
  - (iii) The Administrator may also withdraw, annul, or cancel such certificates under 29 CFR 525 and 528.
- (2) An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips shall be credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with regulations in 29 CFR 531. However, the amount of credit shall not exceed 40 percent of the minimum rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 as amended.

**25. Cost and Pricing Data:**

- (a) This paragraph and paragraphs b through e below shall apply to contractors or offerors in regards to: (1) any procurement in excess of \$100,000, (2) any contract awarded through competitive sealed proposals, (3) any contract awarded through sole source procurement, or (4) any change order or contract modification. By entering into this contract or submitting this offer, the Contractor or offeror certifies that, to the best of the Contractor's or offeror's knowledge and belief, any cost and pricing data submitted was accurate, complete and current as of the date specified in the contract or offer.
- (b) Unless otherwise provided in the solicitation, the offeror or Contractor shall, before entering into any contract awarded through competitive sealed proposals or through sole source procurement or before negotiating any price adjustments pursuant to a change order or modification, submit cost or pricing data and certification that, to the best of the Contractor's knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of the date of award of this contract or as of the date of negotiation of the change order or modification.
- (c) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified by the Contractor, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified by the Contractor, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

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- (d) Any reduction in the contract price under paragraph c above due to defective data from a prospective subcontractor that was not subsequently awarded, the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided that the actual subcontract price was not itself affected by defective cost or pricing data.
- (e) Cost or pricing data includes all facts as of the time of price agreement that prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or pricing data are factual, not judgmental, and are therefore verifiable. While they do not indicate the accuracy of the prospective Contractor's judgment about estimated future costs or projections, cost or pricing data do include the data forming the basis for that judgment. Cost or pricing data are more than historical accounting data; they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred.
- (f) The following specific information should be included as cost or pricing data, as applicable:
  - (1) Vendor quotations;
  - (2) Nonrecurring costs;
  - (3) Information on changes in production methods or purchasing volume;
  - (4) Data supporting projections of business prospects and objectives and related operations costs;
  - (5) Unit – cost trends such as those associated with labor efficiency;
  - (6) Make or buy decisions;
  - (7) Estimated resources to attain business goals;
  - (8) Information on management decisions that could have a significant bearing on costs.
- (g) If the offeror or contractor is required by law to submit cost or pricing data in connection with pricing this contract or any change order or modification of this contract, the Contracting Officer or representatives of the Contracting Officer shall have the right to examine all books, records, documents and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the contract, change order or modification, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used. Contractor shall make available at its office at all reasonable times the materials described above for examination, audit, or reproduction until three years after the later of:
  - (1) final payment under the contract;

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

**26. Multiyear Contract:**

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

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

**27. Termination Of Contracts For Certain Crimes And Violations:**

- (a) The District may terminate without liability any contract and may deduct from the contract price or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid in violation of this title if:
  - (1) The Contractor has been convicted of a crime arising out of or in connection with the procurement of any work to be done or any payment to be made under the contract; or
  - (2) There has been any breach or violation of:
    - (A) Any provision of the Procurement Practices Act of 1985, as amended, or
    - (B) The contract provision against contingent fees.
- (b) If a contract is terminated pursuant to this section, the Contractor:
  - (1) May be paid only the actual costs of the work performed to the date of termination, plus termination costs, if any; and
  - (2) Shall refund all profits or fixed fees realized under the Contract.
- (c) The rights and remedies contained in this are in addition to any other right or remedy provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.



# ATTACHMENT J.2

WD 05-2103 (Rev.-12) was first posted on www.wdol.gov on 06/19/2012

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REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
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Diane C. Koplewski Director	Division of Wage Determinations		Wage Determination No.: 2005-2103 Revision No.: 12 Date Of Revision: 06/13/2012
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States: District of Columbia, Maryland, Virginia

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

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.08
01012 - Accounting Clerk II		16.92
01013 - Accounting Clerk III		22.30
01020 - Administrative Assistant		31.41
01040 - Court Reporter		21.84
01051 - Data Entry Operator I		14.38
01052 - Data Entry Operator II		15.69
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.21
01090 - Duplicating Machine Operator		14.21
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		13.62
01191 - Order Clerk I		15.12
01192 - Order Clerk II		16.50
01261 - Personnel Assistant (Employment) I		18.15
01262 - Personnel Assistant (Employment) II		20.32
01263 - Personnel Assistant (Employment) III		22.65
01270 - Production Control Clerk		22.03
01280 - Receptionist		14.43
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		18.07
01311 - Secretary I		18.07
01312 - Secretary II		20.18
01313 - Secretary III		25.29
01320 - Service Order Dispatcher		16.98
01410 - Supply Technician		28.55
01420 - Survey Worker		20.03
01531 - Travel Clerk I		13.29
01532 - Travel Clerk II		14.36
01533 - Travel Clerk III		15.49
01611 - Word Processor I		15.63
01612 - Word Processor II		17.67
01613 - Word Processor III		19.95
05000 - Automotive Service Occupations		

05005 - Automobile Body Repairer, Fiberglass	25.26
05010 - Automotive Electrician	23.51
05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.85
07041 - Cook I	12.55
07042 - Cook II	14.60
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.66
07210 - Meat Cutter	18.08
07260 - Waiter/Waitress	9.70
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.54
11060 - Elevator Operator	10.54
11090 - Gardener	17.52
11122 - Housekeeping Aide	11.83
11150 - Janitor	11.83
11210 - Laborer, Grounds Maintenance	13.07
11240 - Maid or Houseman	11.26
11260 - Pruner	11.58
11270 - Tractor Operator	16.04
11330 - Trail Maintenance Worker	13.07
11360 - Window Cleaner	12.85
12000 - Health Occupations	
12010 - Ambulance Driver	20.41
12011 - Breath Alcohol Technician	20.27
12012 - Certified Occupational Therapist Assistant	23.11
12015 - Certified Physical Therapist Assistant	21.43
12020 - Dental Assistant	17.18
12025 - Dental Hygienist	44.75
12030 - EKG Technician	27.67
12035 - Electroneurodiagnostic Technologist	27.67
12040 - Emergency Medical Technician	20.41
12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	15.01
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	17.42
12190 - Medical Record Technician	19.50
12195 - Medical Transcriptionist	18.77
12210 - Nuclear Medicine Technologist	37.60

12221 - Nursing Assistant I	10.80
12222 - Nursing Assistant II	12.14
12223 - Nursing Assistant III	13.98
12224 - Nursing Assistant IV	15.69
12235 - Optical Dispenser	20.17
12236 - Optical Technician	15.80
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	15.69
12305 - Radiologic Technologist	31.11
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II, Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III, Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	21.73
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.86
13012 - Exhibits Specialist II	24.61
13013 - Exhibits Specialist III	30.09
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	33.88
13050 - Library Aide/Clerk	14.21
13054 - Library Information Technology Systems Administrator	30.60
13058 - Library Technician	19.89
13061 - Media Specialist I	18.73
13062 - Media Specialist II	20.95
13063 - Media Specialist III	23.36
13071 - Photographer I	16.65
13072 - Photographer II	18.90
13073 - Photographer III	23.67
13074 - Photographer IV	28.65
13075 - Photographer V	33.76
13110 - Video Teleconference Technician	20.39
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	(see 1) 26.36
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	18.92
14160 - Personal Computer Support Technician	26.22
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	36.47
15020 - Aircrew Training Devices Instructor (Rated)	44.06
15030 - Air Crew Training Devices Instructor (Pilot)	52.81
15050 - Computer Based Training Specialist / Instructor	36.47
15060 - Educational Technologist	35.31
15070 - Flight Instructor (Pilot)	52.81
15080 - Graphic Artist	26.80
15090 - Technical Instructor	25.08

15095 - Technical Instructor/Course Developer	30.67
15110 - Test Proctor	20.20
15120 - Tutor	20.20
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.88
16030 - Counter Attendant	9.88
16040 - Dry Cleaner	12.94
16070 - Finisher, Flatwork, Machine	9.88
16090 - Presser, Hand	9.88
16110 - Presser, Machine, Drycleaning	9.88
16130 - Presser, Machine, Shirts	9.88
16160 - Presser, Machine, Wearing Apparel, Laundry	9.88
16190 - Sewing Machine Operator	13.78
16220 - Tailor	14.66
16250 - Washer, Machine	10.88
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.14
19040 - Tool And Die Maker	23.38
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.02
21030 - Material Coordinator	22.03
21040 - Material Expediter	22.03
21050 - Material Handling Laborer	13.83
21071 - Order Filler	15.09
21080 - Production Line Worker (Food Processing)	18.02
21110 - Shipping Packer	15.09
21130 - Shipping/Receiving Clerk	15.09
21140 - Store Worker I	11.72
21150 - Stock Clerk	16.86
21210 - Tools And Parts Attendant	18.02
21410 - Warehouse Specialist	18.02
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.21
23021 - Aircraft Mechanic I	25.83
23022 - Aircraft Mechanic II	27.21
23023 - Aircraft Mechanic III	28.53
23040 - Aircraft Mechanic Helper	17.54
23050 - Aircraft, Painter	24.73
23060 - Aircraft Servicer	19.76
23080 - Aircraft Worker	21.01
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	26.02
23130 - Carpenter, Maintenance	21.40
23140 - Carpet Layer	20.49
23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	24.94
23182 - Electronics Technician Maintenance II	26.47
23183 - Electronics Technician Maintenance III	27.89
23260 - Fabric Worker	19.13
23290 - Fire Alarm System Mechanic	22.91
23310 - Fire Extinguisher Repairer	17.62
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	25.83
23381 - Ground Support Equipment Servicer	19.76
23382 - Ground Support Equipment Worker	21.01
23391 - Gunsmith I	17.62
23392 - Gunsmith II	20.49
23393 - Gunsmith III	22.91

23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.89
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	25.17
23430 - Heavy Equipment Mechanic	22.91
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	22.59
23465 - Laboratory/Shelter Mechanic	21.75
23470 - Laborer	14.98
23510 - Locksmith	21.90
23530 - Machinery Maintenance Mechanic	23.12
23550 - Machinist, Maintenance	22.91
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	22.59
23592 - Metrology Technician II	23.80
23593 - Metrology Technician III	24.96
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	24.63
23810 - Plumber, Maintenance	22.29
23820 - Pneudraulic Systems Mechanic	22.91
23850 - Rigger	22.91
23870 - Scale Mechanic	20.49
23890 - Sheet-Metal Worker, Maintenance	22.91
23910 - Small Engine Mechanic	20.49
23931 - Telecommunications Mechanic I	29.95
23932 - Telecommunications Mechanic II	31.55
23950 - Telephone Lineman	27.41
23960 - Welder, Combination, Maintenance	22.91
23965 - Well Driller	22.91
23970 - Woodcraft Worker	22.91
23980 - Woodworker	17.62
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.57
24620 - Family Readiness And Support Services Coordinator	16.90
24630 - Homemaker	18.43
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.30
25040 - Sewage Plant Operator	20.84
25070 - Stationary Engineer	27.30
25190 - Ventilation Equipment Tender	19.49
25210 - Water Treatment Plant Operator	20.84
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.57
27007 - Baggage Inspector	12.71
27008 - Corrections Officer	22.80
27010 - Court Security Officer	24.72
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	22.80
27070 - Firefighter	24.63
27101 - Guard I	12.71
27102 - Guard II	20.57
27131 - Police Officer I	26.52
27132 - Police Officer II	29.67
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63

28043 - Carnival Equipment Worker	9.24
28210 - Gate Attendant/Gate Tender	13.01
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	18.04
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.13
29020 - Hatch Tender	23.13
29030 - Line Handler	23.13
29041 - Stevedore I	21.31
29042 - Stevedore II	24.24
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.84
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.56
30021 - Archeological Technician I	20.19
30022 - Archeological Technician II	22.60
30023 - Archeological Technician III	27.98
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	26.41
30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.60
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	31.00
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61
30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	27.41
30210 - Laboratory Technician	23.38
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30390 - Photo-Optics Technician	27.98
30461 - Technical Writer I	21.93
30462 - Technical Writer II	26.84
30463 - Technical Writer III	32.47
30491 - Unexploded Ordnance (UXO) Technician I	24.74
30492 - Unexploded Ordnance (UXO) Technician II	29.93
30493 - Unexploded Ordnance (UXO) Technician III	35.88
30494 - Unexploded (UXO) Safety Escort	24.74
30495 - Unexploded (UXO) Sweep Personnel	24.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	25.19
Surface Programs	
30621 - Weather Observer, Senior (see 2)	27.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	14.32
31030 - Bus Driver	20.85
31043 - Driver Courier	13.98
31260 - Parking and Lot Attendant	10.07
31290 - Shuttle Bus Driver	15.66
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	15.66
31362 - Truckdriver, Medium	17.90

31363 - Truckdriver, Heavy	19.18
31364 - Truckdriver, Tractor-Trailer	19.18
99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	11.58
99095 - Embalmer	23.05
99251 - Laboratory Animal Caretaker I	11.30
99252 - Laboratory Animal Caretaker II	12.35
99310 - Mortician	31.73
99410 - Pest Controller	17.69
99510 - Photofinishing Worker	13.20
99710 - Recycling Laborer	18.50
99711 - Recycling Specialist	22.71
99730 - Refuse Collector	16.40
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	13.43
99830 - Survey Party Chief	21.94
99831 - Surveying Aide	13.63
99832 - Surveying Technician	20.85
99840 - Vending Machine Attendant	14.43
99841 - Vending Machine Repairer	18.73
99842 - Vending Machine Repairer Helper	14.43

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.71 per hour or \$148.40 per week or \$643.07 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.

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(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.

# ATTACHMENT J.5



**Government of the District of Columbia**  
**FIRST SOURCE EMPLOYMENT AGREEMENT**



Contract Number: \_\_\_\_\_

Employer Name: \_\_\_\_\_

Project Contract Amount: \_\_\_\_\_

Employer Contract Award: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Address: \_\_\_\_\_ Ward: \_\_\_\_\_

Nonprofit Organization with 50 Employees or Less:  Yes  No

This First Source Employment Agreement, in accordance with The First Source Employment Agreement Act of 1984 (codified in D.C. Official Code §§ 2-219.01 – 2.219.05), The Apprenticeship Requirements Amendment Act of 2004 (Codified in D.C. Official Code §§ 2-219.03 and 32-1431) for recruitment, referral, and placement of District of Columbia residents, is between the District of Columbia Department of Employment Services, hereinafter referred to as “DOES”, and \_\_\_\_\_, hereinafter, referred to as EMPLOYER. Under this Employment Agreement, the EMPLOYER will use DOES as its first source for recruitment, referral, and placement of new hires or employees for all new jobs created by the Project. The Employer will hire 51% District of Columbia residents for all new jobs created by the Project, and 35 % of all apprenticeship hours be worked by DC residents employed by EMPLOYER in connection with the Project shall be District residents registered in programs approved by the District of Columbia Apprenticeship Council.

**I. GENERAL TERMS**

- A. Subject to the terms and conditions set forth herein, the EMPLOYER will use DOES as its first source for the recruitment, referral and placement for jobs created by the Project.
- B. The EMPLOYER will require all Project contractors with contracts totaling \$100,000 or more, and Project subcontractors with subcontracts totaling \$100,000 or more, to enter into a First Source Employment Agreement with DOES.
- C. DOES will provide recruitment, referral and placement services to the EMPLOYER, which are subject to the limitations set out in this Agreement.
- D. The participation of DOES in this Agreement will be carried out by the Office of Employer Services, which is responsible for referral and placement of employees, or such other offices or divisions designated by the Office of the Director, of DOES.
- E. This Agreement will take effect when signed by the parties below and will be fully effective for the duration of the Project contract and any extensions or modification to the Project contract.

- F. This Agreement will not be construed as an approval of the EMPLOYER'S bid package, bond application, lease agreement, zoning application, loan, or contract/subcontract for the Project.
- G. DOES and the EMPLOYER agree that, for purposes of this Agreement, new hires and jobs created for the Project (both union and nonunion) include all EMPLOYER'S job openings and vacancies in the Washington Standard Metropolitan Statistical Area created for the Project as a result of internal promotions, terminations, and expansions of the EMPLOYER'S workforce, as a result of this project, including loans, lease agreements, zoning applications, bonds, bids, and contracts.
- H. This Agreement includes apprentices as defined and as amended, in D.C. Law 2-156. D.C. Official Code §§ 32-1401- 1431.
- I. The EMPLOYER, prime subcontractors and subcontractors who contract with the District of Columbia government to perform construction, renovation work, or information technology work with a single contract, or cumulative contracts, of at least \$500,000, let within a 12-month period will be required to register an apprenticeship program with the District of Columbia Apprenticeship Council; and this includes but is not limited to, any construction or renovation contract or subcontract signed as the result of, a loan, bond, grant, Exclusive Right Agreement, street or alley closing, or a leasing agreement of real property for one (1) year or more. In furtherance of the foregoing, the EMPLOYER shall enter into an agreement with its contractors, including the general contractor, that requires that such contractors and subcontractors for the Project participate, in apprenticeship programs for the Project that: (i) meet the standards set forth in Chapter 11 of Title 7 of the District of Columbia Municipal Regulations, and (ii) have an apprenticeship program registered with the District of Columbia's Apprenticeship Council.

## **II. RECRUITMENT**

- A. The EMPLOYER will complete the attached Employment Plan, which will indicate the number of new jobs projected to be created on the Project, salary range, hiring dates, residency status, ward information, new hire justification and union requirements.
- B. The Employer will post all job vacancies in the DOES' Virtual One-Stop (VOS) at [www.jobs.dc.gov](http://www.jobs.dc.gov) within five (5) days of executing the Agreement. Should you need assistance posting job vacancies, please contact Job Bank at (202) 698-6001.
- C. The EMPLOYER will notify DOES, by way of the First Source Office of its Specific Need for new employees for the Project, within at least five (5) business days (Monday - Friday) upon Employers identification of the Specific Need. This must be done before using any other referral source. Specific Needs shall include, at a minimum, the number of employees needed by job title, qualifications, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- D. Job openings to be filled by internal promotion from the EMPLOYER'S current workforce do not need to be referred to DOES for placement and referral. However, EMPLOYER shall notify DOES of such promotions.

- E. The EMPLOYER will submit to DOES, prior to commencing work on the Project, the names, residency status and ward information of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project.

### **III. REFERRAL**

- A. DOES will screen applicants and provide the EMPLOYER with a list of applicants according to the Notification of Specific Needs supplied by the EMPLOYER as set forth in Section II (B).
- B. DOES will notify the EMPLOYER, prior to the anticipated hiring dates, of the number of applicants DOES will refer.

### **IV. PLACEMENT**

- A. The EMPLOYER will make all decisions on hiring new employees but will, in good faith, use reasonable efforts to select its new hires or employees from among the qualified persons referred by DOES.
- B. In the event that DOES is unable to refer qualified personnel meeting the Employer's established qualifications, within five (5) business days (Monday - Friday) from the date of notification, from the EMPLOYER, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. Notwithstanding, the EMPLOYER will still be required to hire 51% District residents for all new jobs created by the Project.
- C. After the EMPLOYER has selected its employees, DOES will not be responsible for the employees' actions and the EMPLOYER hereby releases DOES, and the Government of the District of Columbia, the District of Columbia Municipal Corporation, and the officers and employees of the District of Columbia from any liability for employees' actions.

### **V. TRAINING**

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

### **VI. CONTROLLING REGULATIONS AND LAWS**

- A. To the extent that this Agreement is in conflict with any federal labor laws or governmental regulations, the federal laws or regulations shall prevail.
- B. DOES will make every effort to work within the terms of all collective bargaining agreements to which the EMPLOYER is a party.
- C. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has provided the representative of any collective bargaining unit involved

with this Project a copy of this Agreement and has requested comments or objections. If the representative has any comments or objections, the EMPLOYER will promptly provide them to DOES.

## **VII. EXEMPTIONS**

- A. All contracts, subcontracts or other forms of government-assistance less than \$100,000.
- B. Employment openings the contractor will fill with individuals already employed by the company.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Construction or renovation contracts or subcontracts in the District of Columbia totaling less than \$500,000 are exempt from the requirements of Section I(H) and I(I) of the General Terms hereof.
- E. Non-profit organization with 50 or less employees are exempt from the requirements.

## **VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES**

- A. If, during the term of this Agreement, the EMPLOYER should transfer possession of all or a portion of its business concerns affected by this Agreement to any other party by lease, sale, assignment, merger, or otherwise this First Source Agreement shall remain in full force and effect and transferee shall remain subject to all provisions herein. In addition, the EMPLOYER as a condition of transfer shall:
  - 1. Notify the party taking possession of the existence of this EMPLOYER'S First Source Employment Agreement.
  - 2. Notify DOES within seven (7) business days of the transfer. This advice will include the name of the party taking possession and the name and telephone of that party's representative.
- B. DOES will monitor EMPLOYER'S performance under this Agreement. The EMPLOYER will cooperate with the DOES monitoring and will submit a Contract Compliance Form to DOES monthly.
- C. To assist DOES in the conduct of the monitoring review, the EMPLOYER will make available to DOES, upon request, payroll and employment records for the review period indicated for the Project.
- D. The Employer will provide DOES additional information upon request.
- E. With the submission of the final request for payment from the District, the EMPLOYER shall:



1. Document in a report to DOES its compliance with the requirement that 51% of the new employees hired by the EMPLOYER for the Project be District residents; or
  2. Submit to DOES a request for a waiver of compliance of the requirement that 51% of the new employees hired by the EMPLOYER the Project be District residents which will include the following documentation:
    - a. Documentation supporting EMPLOYERS good faith effort to comply;
    - b. Referrals provided by DOES and other referral sources; and
    - c. Advertisement of job openings listed with DOES and other referral sources.
- F. The DOES may waive the requirement that 51% of the new employees hired by the EMPLOYER for the Project be District residents, if DOES finds that:
1. A good faith effort to comply is demonstrated by the EMPLOYER; or
  2. The EMPLOYER is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area:
 

The Washington Standard Metropolitan Statistical Area includes the District of Columbia, the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg; the Virginia Counties of Fairfax, Arlington, Prince William, Loudon, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
  3. The EMPLOYER enters into a special workforce development training or placement arrangement with DOES; or
  4. DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the EMPLOYER for the positions created as a result of the Project. No failure by Employer to request a waiver under any other provision hereunder shall be considered relevant to a requested waiver under this Subsection.
- G. Willful breach of the First Source Employment Agreement by the EMPLOYER, failure to submit the Contract Compliance Report, or deliberate submission of falsified data, may be enforced by the DOES through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract for the positions created by EMPLOYER.
- H. The parties acknowledge that the provisions of E and F of Article VIII apply only to First Source hiring.
- I. Nonprofit organizations with 50 or less employees are exempt from the requirement that 51% of the new employees hired by the EMPLOYER on the Project be District residents.

- J. The EMPLOYER and DOES, or such other agent as DOES may designate, may mutually agree to modify this Agreement.
- K. The EMPLOYER's noncompliance with the provisions of this Agreement may result in termination.

**IX. LOCAL, SMALL, DISADVANTAGES BUSINESS ENTERPRISE**

- A. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)?  
 YES  NO

If yes, certification number: \_\_\_\_\_

**X. APPRENTICESHIP PROGRAM**

- A. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council?  YES  NO

If yes, D.C. Apprenticeship Council Registration Number: \_\_\_\_\_

**XI. SUBCONTRACTOR**

- A. Is your firm a subcontractor on this project?  YES  NO

If yes, name of prime contractor: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
Signature Dept. of Employment Services

\_\_\_\_\_  
Signature of Employer

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
E-mail

## EMPLOYMENT PLAN

NAME OF EMPLOYER: \_\_\_\_\_

ADDRESS OF EMPLOYER: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FEDERAL IDENTIFICATION NO.: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ TYPE OF BUSINESS: \_\_\_\_\_

DISTRICT CONTRACTING AGENCY: \_\_\_\_\_

CONTRACTING OFFICER: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

TYPE OF PROJECT: \_\_\_\_\_ CONTRACT AMOUNT: \_\_\_\_\_

EMPLOYER CONTRACT AMOUNT: \_\_\_\_\_

PROJECT START DATE: \_\_\_\_\_ PROJECT END DATE: \_\_\_\_\_

EMPLOYER START DATE: \_\_\_\_\_ EMPLOYER END DATE: \_\_\_\_\_

**NEW JOB CREATION PROJECTIONS:** Please indicate ALL new position(s) your firm will create as a result of the Project. If the firm WILL NOT be creating any new employment opportunities, please complete the attached justification sheet with an explanation. Attach additional sheets as needed.

JOB TITLE	# OF JOBS		SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
	F/T	P/T			
A					
B					
C					
D					
E					
F					
G					
H					
I					
J					
K					



**JUSTIFICATION SHEET:** Please provide a detailed explanation of why the Employer will not have any new hires on the Project.

[Empty box for justification text]

# ATTACHMENT J.7



## **LIVING WAGE ACT FACT SHEET**

The “Living Wage Act of 2006,” Title I of D.C. Law 16-18, (D.C. Official Code §§2-220.01-.11) became effective June 9, 2006. It provides that District of Columbia government contractors and recipients of government assistance (grants, loans, tax increment financing) in the amount of \$100,000 or more shall pay affiliated employees wages no less than the current living wage rate.

**Effective January 1, 2010, the living wage rate is \$12.50 per hour.**

Subcontractors of D.C. government contractors who receive \$15,000 or more from the contract and subcontractors of the recipients of government assistance who receive \$50,000 or more from the assistance are also required to pay their affiliated employees no less than the current living wage rate.

“Affiliated employee” means any individual employed by a recipient who receives compensation directly from government assistance or a contract with the District of Columbia government, including any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or a contract. The term “affiliated employee” does not include those individuals who perform only intermittent or incidental services with respect to the government assistance or contract, or who are otherwise employed by the contractor, recipient or subcontractor.

**Exemptions** – The following contracts and agreements are exempt from the Living Wage Act:

1. Contracts or other agreements that are subject to higher wage level determinations required by federal law (i.e., if a contract is subject to the Service Contract Act and certain wage rates are lower than the District’s current living wage, the contractor must pay the higher of the two rates);
2. Existing and future collective bargaining agreements, provided that the future collective bargaining agreement results in the employee being paid no less than the current living wage;
3. Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
4. Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
5. Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services, provided that the trainees do not replace employees subject to the Living Wage Act;

6. An employee, under 22 years of age, employed during a school vacation period, or enrolled as full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act;
7. Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District of Columbia;
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.

## **Enforcement**

The Department of Employment Services (DOES) and the D.C. Office of Contracting and Procurement (OCP) share monitoring responsibilities.

If you learn that a contractor subject to this law is not paying at least the current living wage you should report it to the Contracting Officer.

If you believe that your employer is subject to this law and is not paying you at least the current living wage, you may file a complaint with the DOES Office of Wage – Hour, located at 64 New York Ave., NE, Room 3105, (202) 671-1880.

For questions and additional information, contact the Office of Contracting and Procurement at (202) 727-0252 or the Department of Employment Services on (202) 671-1880.

**Please note:** *This fact sheet is for informational purposes only as required by Section 106 of the Living Wage Act. It should not be relied on as a definitive statement of the Living Wage Act or any regulations adopted pursuant to the law.*



# **“THE LIVING WAGE ACT OF 2006”**

**Title I, D.C. Law No. 16-118, (D.C. Official Code §§ 2-220.01-11)**

**Effective June 9, 2006, recipients of new contracts or government assistance shall pay affiliated employees and subcontractors who perform services under the contracts no less than the current living wage. Effective January 1, 2010, the living wage rate is \$12.50.**

## **The requirement to pay a living wage applies to:**

- All recipients of contracts in the amount of \$100,000 or more; and, all subcontractors of these recipients receiving \$15,000 or more from the funds received by the recipient from the District of Columbia, and,
- All recipients of government assistance in the amount of \$100,000 or more; and, all subcontractors of these recipients of government assistance receiving \$50,000 or more in funds from government assistance received from the District of Columbia.

**“Contract” means a written agreement between a recipient and the District government.**

**“Government assistance” means a grant, loan or tax increment financing that result in a financial benefit from an agency, commission, instrumentality, or other entity of the District government.**

**“Affiliated employee” means any individual employed by a recipient who received compensation directly from government assistance or a contract with the District of Columbia government, including any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or contract. The term “affiliated employee” does not include those individuals who perform only intermittent or incidental services with respect to the contract or government assistance or who are otherwise employed by the contractor, recipient or subcontractor.**

Certain exceptions may apply where contracts or agreements are subject to wage determinations required by federal law which are higher than the wage required by this Act; contracts for electricity, telephone, water, sewer other services delivered by regulated utility; contracts for services needed immediately to prevent or respond to a disaster or eminent threat to the public health or safety declared by the Mayor; contracts awarded to recipients that provide trainees with additional services provided the trainee does not replace employees; tenants or retail establishments that occupy property constructed or improved by government assistance, provided there is no receipt of direct District government assistance; Medicaid provider agreements for direct care services to Medicaid recipients, provided that the direct care service is not provided through a home care agency, a community residential facility or a group home for mentally retarded persons; and contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Exemptions are provided for employees under 22 years of age employed during a school vacation period, or enrolled as a full-time student who works less than 25 hours per week, provided that other employees are not replaced, and for employees of nonprofit organizations that employ not more than 50 individuals.

**Each recipient and subcontractor of a recipient shall provide this notice to each affiliate employee covered by this notice, and shall also post this notice concerning these requirements in a conspicuous site in the place of business.**

**All recipients and subcontractors shall retain payroll records created and maintained in the regular course of business under District of Columbia law for a period of at least 3 years.**

This is a summary of the “Living Wage Act of 2006”. For the complete text go to:

[www.does.dc.gov](http://www.does.dc.gov) or [www.ocp.dc.gov](http://www.ocp.dc.gov)

**To file a complaint contact: Department of Employment Services**

**Office of Wage-Hour**

**64 New York Avenue, N.E., Room 3105, Washington, D.C. 20002**

**(202) 671-1880**