

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

**REQUEST FOR PROPOSAL (RFP) NUMBER RM-12-RFP-067-BY0-MA FOR A
CONTRACTOR TO DEVELOP A STRATEGIC SUPPORTIVE HOUSING PLAN
(SSHP) FOR THE DEPARTMENT OF MENTAL HEALTH**

The District of Columbia Department of Mental Health (DMH) is seeking a Contractor to develop a Strategic Supportive Housing Plan (SSHP) to address the identified needs for Supportive Housing for D.C. Mental Health Consumers with Final Product Plan Due No Later Than July 31, 2012.

Opening Date: Friday, February 3, 2012
Closing Time: Wednesday, February 22, 2012 @ 2:00 P.M.

Response to this Request for Proposal (RFP) requires completion and signature of Section A (Page 1) and Schedule B Price Sheet (Page 3), written response to the evaluation criteria in Section M; all submitted as instructed in Section L to the following DMH Contract Specialist:

Meredith L. Alexander
Department of Mental Health
Contracts and Procurement Services
609 H Street, NE, 4th Floor
Washington, DC 20002
Email: Meredith.Alexander@dc.gov
Telephone: 202-671-3173

Any and all questions pertaining to this Solicitation must be submitted in writing to:

**Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement
Agency Chief Contracting Officer
Department of Mental Health
Contracts and Procurement Services
609 H Street, NE, 4th Floor
Washington, DC 20002
Email: Samuel.Feinberg@dc.gov
Telephone: 202-671-3188**

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

- B.1** The District of Columbia Department of Mental Health (DMH) is seeking a Contractor to develop a Strategic Supportive Housing Plan to address the identified needs for Supportive housing for D.C. Mental Health consumers by July 31, 2012.
- B.2** The District contemplates award of a Firm Fixed Cost Contract in accordance with 27 DCMR, Chapter 24.
- B.3** Response to this Request for Proposal (RFP) requires completion and signature of Section A (Page 1) and Schedule B Price Sheet (Page 3), written response to the evaluation criteria in Section M and all must submitted as instructed in Section L to the following DMH Contract Staff Assistant:

Meredith L. Alexander, Contract Staff Assistant
Department of Mental Health
Contracts and Procurement Services
609 H Street, NE, 4th Floor
Washington, DC 20002
Email: Meredith.Alexander@dc.gov
Telephone: 202-671-3173

SCHEDULE B PRICING: SUPPLIES, SERVICES AND PRICE/COSTS

(A) (CLIN)	(B) Services	(C) Maximum Quantity	(D) Unit	(E) Unit Price	(F) Extended Price
Base Year Only	<p>Schedule B - Pricing The District of Columbia Department of Mental Health (DMH) is seeking a Contractor to develop a Strategic Supportive Housing Plan (SSHP) to address the identified needs for Supportive Housing for D.C. Mental Health Consumers with Final Product Plan Due No Later Than July 31, 2012.</p> <p>The Period of Performance (POP) under this Contract shall be from Date of Award through One Year.</p> <p>Contractor to Develop Strategic Supportive Housing Plan (SSHP) to address the identified needs for Supportive Housing as described in Section C per the following developmental progress:</p>				
	Outline of SSHP	1	Each	\$ _____	\$ _____
	Preliminary Draft of SSHP	1	Each	\$ _____	\$ _____
	Final Draft of SSHP	1	Each	\$ _____	\$ _____
	Final Product Plan of SSHP – Due No Later Than July 31, 2012.	1	Each	\$ _____	\$ _____

TOTAL CONTRACT VALUE \$ _____

 Print Name of Offeror

 Print Name & Title of Authorized Person

 Signature of Authorized Person Date

*****END OF SECTION B*****

SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 BACKGROUND/GENERAL REQUIREMENTS:

The Department of Mental Health (DMH) is a cabinet level agency in the District of Columbia that reports directly to the Mayor. The DMH provides emergency care and comprehensive mental health services and supports to District residents in need of the public mental health system. 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, the Districts inpatient psychiatric facility. The Department of Mental Health is the State Mental Health Authority under District law and requires a Strategic Housing Plan that identifies the best use of resources and provides mental health individuals with opportunities to live in the least restrictive environment.

The Department of Mental Health (DMH) is seeking eligible Contractors/Offerors, referred to as the Prospective Contractor, to develop a strategic plan that includes resource development to address the identified needs for Supportive Housing with the Final Product Plan (Strategic Supportive Housing Plan [SSHP]) No Later Than July 31, 2012. DMH embraces the Substance Abuse and Mental Health Administration's (SAMHSA) definition of "supportive housing" which provides guidance for the development of this plan. SAMHSA describes supported housing as "...*decent, safe, and affordable community-based housing that provides tenants with the rights of tenancy under state and local landlord tenant laws and is linked to voluntary and flexible support and services designed to meet tenants' needs and preferences...*" (Permanent Supportive Housing Tool Kit (2010)).

This plan shall be developed in consultation with DMH, Consumers and Consumer advocates, including advocates for the homeless, housing operators and representatives of the provider network. The Final Product Plan (SSHP) must include a description of how the services of Peer Specialists shall be integrated into the Housing Service delivery system and shall be completed No Later Than July 31, 2012. Peer Specialists are individuals with "lived experience" with mental illness who have been certified by the Department of Mental Health.

C.1.1 OVERVIEW OF DMH HOUSING

The DMH currently provides housing to nearly 2,500 individuals with severe and persistent mental illness who would otherwise not have housing. While approximately 1,300 individuals reside in housing that would be considered *Supportive Housing* using the SAMHSA definition, another 1,200 reside in a range of other types of agency or private owner occupied housing or residential facilities. This includes a spectrum of housing options from those that offers 24 hour on-site supervision to living arrangements in which residents only receive drop in support. Many of these facilities are group homes or supported individual living arrangements. These residences do not meet the criteria for supportive housing since the individual has a program agreement and not a lease agreement that governs the terms and conditions of his/her housing.

The priority populations served within the total range of housing/residential services include:

- Consumers pending discharge from Saint Elizabeths Hospital;
- Homeless Consumers with serious mental illness; and
- Consumers who are moving to a less restrictive environment.

The Department of Mental Health's current Housing Service array consists of Mental Health Community Residential Facilities, Transitional Housing, Supported Independent Living (SIL) and Independent Living (supported with locally funded housing vouchers, federally funded housing vouchers and Shelter Plus Care vouchers) in scattered site housing. The current array of services shall be reviewed with the potential to be modified based upon the findings of the planning process to be conducted through this solicitation.

A brief description of the Housing Services and Supports provided within each level of care is as follows:

1. Contracted Mental Health Community Residential Facilities (MHCRFs)

MHCRFs are residential services that provide twenty-four (24) hour structured housing supports for 225 consumers with severe and persistent mental illness. Five providers have been awarded contracts and receive an average of approximately \$90 per day per Consumer to provide this level of care. In addition to the DMH payment, the Housing Provider receives payment from the individual (the vast majority through their Supplemental Security Income [SSI check]) and a State Optional Supplemental payment.

The specific services individuals who reside in MHCRF's are offered include the following: 24 hour awake Supervision; assisting the Consumer to obtain medical care; providing training and support to assist consumers in mastering activities of daily living; maintaining a medication intake log to ensure that residents take their medications as prescribed; provision of 1:1 support to manage behaviors or perform functional living skills; transportation to doctor's appointments; assistance with money management; and participation in treatment planning, implementation and follow-up.

To be eligible for MHCRFs an individual's Level of Care Utilization Score (LOCUS) should be Level 4, 5 or 6. Currently, DMH has undertaken a very active planning process that has examined the best use of resources for the MHCRFs and the ICRFs described below. One of the goals of this planning process is to reduce the number of MHCRF beds and use the available resources to increase the number of available supported housing vouchers.

2. Independent Mental Health Community Residential Facilities (ICRFs)

ICRFs serve about 450 consumers are operated by private individuals. The vast majority houses six or less individuals and each address is certified by DMH. They provide 24-hour supervision; medication monitoring; maintain a medication log to ensure that medication is taken as prescribed; assistance with activities of daily living; arrange transportation; monitor behaviors to ensure Consumer safety and participate in treatment planning and follow-up. ICRF operators do not receive any funding from DMH but receive in addition to the individual's payment (the vast majority through their SSI check) the operator receives a

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State Supplemental payment. To be eligible for ICRFs, an individual’s LOCUS score should be below 5.

3. One of the Goals

One of the goals of the process that shall be used to develop the DMH Housing Plan is to develop a strategy to more effectively match the level of functioning of ICRFs Residents with the resources available. Currently, there are individuals residing within these facilities who require a more intense level of service that what is offered within this living arrangement.

4. Transitional Housing

This housing option is offered to 12 individuals who need support to successfully transition back to Independent Living within the community. The length of stay within this housing level is purportedly six months. However, most people remain in transitional housing for longer periods of time. The services provided include: structured linkage and transition to permanent housing; on-site supervision; assistance with and training to assist consumers in being able to independently complete activities of living (AOL); functional skills training; and the development, along with the implementation of a Transition Plan to assist the individual in moving to an independent living environment. DMH contracts with a community mental health provider for these services.

5. Supported Independent Living (SIL)

Consumers who need minimal support, but some monitoring are provided this housing option. There are 442 consumers currently in SIL. The services they receive include: weekly home visits from a Community Support Worker (CSW) or more frequent monitoring, if needed; independent living with supervision; and limited assistance with supervision of personal care. These individuals are located in scattered site housing throughout the community. Many of the individuals residing in this type of housing arrangement have lease agreements although some have program participation agreements.

6. Independent Living. Individuals living independently reside in scattered site housing in buildings with single room occupancy, apartments or single family homes. Housing Support Services are provided by the Mental Health Provider in accordance with the Consumer’s Treatment Plan. Approximately 750 individuals live in subsidized housing and receive vouchers through the DMH and/or Federal vouchers

C.2 APPLICABLE DOCUMENTS

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

Item No.	Document Type	Title	Date
1.	Chapter 34, Title 22A of the D.C. Municipal Regulations	Mental Health Rehabilitation Services (MHRS) Provider Certification Standards	2001
2.	Chapter 31, Title 22 of the D.C. Municipal Regulations	Licensing Regulations for Mental Health Community	1992

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		Residence Facilities	
3.	Chapter 38, Title 22 of the D.C. Municipal Regulations	Community Residents Facilities for Mentally Ill Persons	1995
4.	Chapter 35, Title 16 of the D.C. Municipal Regulations	Mental Health Provider Certification Infractions	2005
5.	Chapter 10, DC Code 44-1001.01	Nursing Homes and Community Residence Facilities Protections	2005
6.	Assessment Tool	LOCUS (Level of Care Utilization System), Deerfield Behavioral Health, Inc.	Copyright © 1998-2005
7.	Chapter 22, title 22a (DCMR) Standards for Supported Housing for Consumers	Housing Rules	2005

C.3 DEFINITIONS

These terms when used in this RFP have the following meanings:

- **Mental Health CRF** - Mental Health CRF shall be a publicly or privately owned residence that houses individuals, 18 or older, with a principal diagnosis of mental illness and who require twenty four (24)-hour on site Supervision, personal assistance, lodging, and meals and who are not in the custody of the District of Columbia Department of Corrections.
- **Core Services Agency** - Community-based provider of Mental Health Services and Mental Health Supports that is certified by DMH and that acts as a clinical home for Consumers of Mental Health Services by providing a single point of access and accountability for diagnostic assessment, medication-somatic treatment, counseling and psychotherapy, community support services, and access to other needed services.
- **Provider in Good Standing** - Current facility licenses, as required; MHRS certification is current; up to date corrective action plans, if applicable; no outstanding notices of infractions; and a failure rate for audit results that is within acceptable limits.

C.4 SCOPE OF SERVICES

The purpose of this effort is to assist DMH in developing a Strategic Supportive Housing Plan (SSHP) that identifies the best use of resources and provides individuals with opportunities to live in the least restrictive environment. The philosophy of DMH is that Consumer choice is a primary determinant of residential placement decisions. The goal is to assist consumers to become fully integrated into their community. All of the Housing Services must be designed to support a recovery focus and the system must offer sufficient wraparound supports that allow people with significant support needs to remain in the housing they choose. DMH’s goal is to enable as many individuals as possible to live in Supportive Housing.

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Consistent with DMH's philosophy, the Strategic Supportive Housing Plan to be developed through this Contract shall address the specific dimensions of the SAMHSA Supportive Housing evidence-based practice, which are:

- Choice in housing and living arrangements
- Functional separation of housing and services
- Decent, safe, and affordable housing
- Community integration and rights of tenancy
- Access to housing and privacy
- Flexible, voluntary, and recovery-focused services.

C.5 CONTRACTOR QUALIFICATIONS

C.5.1 The Prospective Offeror shall be an individual, agency or organization with depth of knowledge in Supportive Housing which includes the following:

- Service needs of the priority populations to be served by the DMH Housing Program;
- Ability to conceptualize a service delivery framework that can help guide DMH about the parameters that need to be put in place around residential programs as opposed to Supportive Housing.
- Ability to conceptualize a service delivery framework needed to support Supportive Housing;
- Ability to conduct an analysis of housing needs for the priority population;
- Knowledge of housing options available to meet the needs of the priority population; and
- Funding sources and financing mechanisms (governmental or private) that can be used to develop and operate supportive housing.

The Prospective Contractor shall have experience in structuring and leading strategic planning processes and be a provider in good standing with the District of Columbia.

C.5.1 The Prospective Offeror shall meet the following General Contracted Mental Health Contractor Requirements:

1. Have the ability to Contract with the District of Columbia, which requires that the Prospective Contractor have no outstanding debts with the Office of Tax and Revenue or the Department of Mental Health unless an approved payment plan is in effect that could result in a waiver of this requirement;
2. Not have a record of false or fraudulent statements or conduct in dealing with the District of Columbia government;
3. Is able to comply with the required or proposed delivery or performance schedule, based upon the Offeror's existing commercial and government contract commitments;
4. Has adequate financial resources to perform the contract or the ability to obtain those resources;

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5. Has a satisfactory record of compliance with the law, including labor and civil rights law and rules and First Source Employment Agreement Act of 1984, effective June 29, 1984 (D.C. Law 5-93; D.C. Official Code sec.2-219.01 *et seq.*);
6. Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
7. Has not exhibited a pattern of overcharging the District;
8. Does not have an outstanding debt with the District or the federal government in a delinquent status;
9. Is otherwise qualified and is eligible to receive an award under applicable laws and rules and
10. Agrees to develop the Strategic Supportive Housing Plan (SSHP) in compliance with all applicable DC Codes and other applicable laws and regulations that govern the development and operation of housing services and supports for individuals with severe mental illness.

C.6 SPECIFIC REQUIREMENTS

The Prospective Offeror is required to conduct a planning process and develop a strategic plan that includes resource development to address the identified need for supportive housing among the DMH priority population. This plan shall be developed in consultation with DMH, Consumers and Consumer advocates, including advocates for the homeless, housing operators and representatives of the provider network. The completed Final Product Plan (SSHP) shall be delivered to the DMH No Later Than July 31, 2012.

C.6.1 Planning Process

The Prospective Offeror shall have the capacity to design and develop a facilitated strategic planning process that must include the following:

- Identification of key stakeholders to be involved in plan development;
- Development and implementation of a data gathering approach;
- Scheduling and conducting data gathering sessions/activities;
- Crafting a strategy for validating the specific recommendations contained within the final strategic plan with stakeholders; and
- Developing a written report of findings to be included in the strategic plan.

C.6.2 Required Components of the Strategic Plan

The Prospective Offeror shall collaborate with the DMH and key stakeholders to develop a Strategic Housing Plan that includes, but may not be limited to the following components:

- A description of the range of housing offered to individuals with a severe mental illness. This shall include a description of the DMH's full array of services and other services that should be offered by the Department;

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- An inventory of both supportive and non-supportive housing offered by DMH and other District agencies and/or providers for individuals with a severe mental illness. This should include the identification of areas of duplication, gaps in services and unmet needs and a description of specific strategies to meet identified unmet needs;
- A uniformed and objective methodology for evaluating need for supportive housing, establishing different levels of priority of need and assigning all supported housing using the proposed methodology and system of prioritization;
- A description of a proposed mechanism for determining the need for supportive housing, including an articulation of the eligibility requirements that should be used to distribute available housing vouchers and other supports;
- A proposed strategy for integrating the services of Peer Specialists into the housing service delivery system to assist individuals with mental illness to move to a less restrictive alternative housing option and to maintain community tenure;
- Development of a five-year plan to expand housing.

C.6.3 Prospective Offeror Reporting Requirements

The Prospective Offeror awarded this Contract shall submit the following information to the Contracting Officer's Technical Representative (COTR):

- A proposed schedule of tasks to be performed to develop the DMH Strategic Housing Plan and proposed dates of delivery deliverables;
- Monthly reports shall be submitted no later than the 15th day of each month in a format to be provided by DMH following the contract award. It shall include a description of the objectives addressed, accomplishments, issues encountered and strategies for addressing them during the report period; and
- Monthly meetings with the COTR and other relevant DMH staff to provide progress updates.

C.7 RESPONSE SPECIFICATIONS/VENDOR REQUIREMENTS

The Prospective Offeror shall respond to the details described in the Section C of this Solicitation. The narrative shall be limited to 20 single spaced pages, Times New Roman font, 12 point. This shall include a narrative that addresses at a minimum the following issues:

- The Prospective Offeror's knowledge and experience assisting agencies and/or organizations to conceptualize, organize and implement a service delivery framework to provide supportive housing;
- The process that will be used to determine the unmet housing needs of the priority population and a strategy for determining how many new units should be developed on an annual basis to meet the unmet need;
- Ability to conduct an analysis of housing needs for the priority population which includes the identification of gaps in services and opportunities for meeting that need;

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- Ability to facilitate a strategic planning process to refine the existing range of housing options and develop a range of clinical and social supports and services to assist persons with mental illness to maintain their community tenure;
- A description of the key elements of the planning process that will be used to obtain the information required to support the development of the DMH Supportive Housing Plan;
- The proposed strategy for conducting an inventory of both supported and non-supported housing offered by other District agencies and/or providers in the community and identification of the areas in which there is a duplication of effort and strategies for maximizing existing resources;
- A description of how Peer Specialist will be used to assist with data gathering the formulation of the plan;
- A proposed strategy for developing a uniformed and objective methodology for evaluating the need for supported housing, establishing different levels of priority of need and assigning all available supported housing using the methodology and prioritization process recommended; and a
- Description of the proposed approach and the key components of a five (5) year plan designed to expand housing for the priority population.

The Prospective Offeror shall provide a minimum of three (3) references that support the individual, agency or organization's ability to conduct a project of this magnitude within the required timeline.

The Prospective Offeror shall submit a list of proposed deliverables and a timeline for completing them that shall include the delivery of the Final Product Plan (SSHP) No Later Than July 31, 2012.

C.8 STANDARDS OF RESPONSIBILITY

The Prospective Offeror shall demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements, therefore, the Prospective Offeror shall submit the documentation listed below, within five (5) days of the request by the District.

- C.8.1 Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- C.8.2 Furnish evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- C.8.3 Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- C.8.4 Furnish evidence of compliance with the applicable District licensing, tax laws and regulations.
- C.8.5 Furnish evidence of a satisfactory performance record, record of integrity and business ethics.
- C.8.6 Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

C.8.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

C.8.8 If the Prospective Offeror fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective Contractor to be non-responsible.

C.9 STANDARD OF PERFORMANCE

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

C.10 ADVERTISING AND PUBLICITY

The Contractor shall not issue or sponsor any advertising or publicity that states or implies, either directly or indirectly, that DMH endorses, recommends or prefers the Contractor's services; shall not use the DMH's logo in any fashion; or use or release information, photographs or other depictions obtained as a result of the performance of services under this contract, for publication, advertising or financial benefit.

C.11 CONFIDENTIALITY

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.

PART 1: THE SCHEDULE

SECTION D - PACKAGING AND MARKING

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SECTION D: PACKAGING AND MARKING

- D.1** References Standard Contract Provisions (SCP) Clause 2/Shipping Instructions-Consignment/Page 1.
[http://www.ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard Contract Provisions 0307.pdf](http://www.ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_Provisions_0307.pdf) (To open, “right click on mouse,” select “open hyperlink and select “OK.”)
- D.2** Includes any additional instructions that are specific to the requirement of the Solicitation/Contract.

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

PART I: THE SCHEDULE

SECTION E - INSPECTION AND ACCEPTANCE

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PART 1: THE SCHEDULE

SECTION E - INSPECTION AND ACCEPTANCE

E-1 INSPECTION AND ACCEPTANCE

- E.1 References SCP Clause 5/Inspection of Supplies and/or Clause 6/Inspection of Services/Pages 1**
[http://www.ocp.in.dc.gov/ocp/lib/ocp/policies and form/Standard Contract Provisions 0307.pdf](http://www.ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_Provisions_0307.pdf) (To open, “right click on mouse,” select “open hyperlink and select “OK.”)

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

PART I: THE SCHEDULE

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SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The Term of the Contract shall be for a Period of Performance (POP) from Date of Award through One (1) Year as specified in Section B and C. Delivery of the Final Report Plan (SSHP) is due No Later Than July 31, 2012.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this Contract by written notice to the Contractor before the expiration of the contract; provided that the District shall give the Contractor Preliminary Written Notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The Exercise of Options in this Contract is at the sole and absolute discretion of DMH based upon Satisfactory Performance on the Contract and the Availability of Funding at the time of Exercising any Options. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

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

F.3 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the **Contracting Officer's Technical Representative (COTR)** identified in section G.9 in accordance with the requirements described in Schedule C.

F.3.1 The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, Final Payment to the Contractor shall not be paid pursuant to section G.3.2.

F.3.2 The Contractor shall provide an Outline, Preliminary Draft, Final Draft and Final Product Plan of the Strategic Supportive Housing Plan (SSHP).

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

PART I: THE SCHEDULE

SECTION G - CONTRACT ADMINISTRATION

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SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

- G.1.1 The District shall make payments to the Contractor, upon the submission of proper Invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2 The District shall pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

- G.2.1 The Contractor shall submit proper Invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared with an Original and Three Copies for submission to the DMH Chief Financial Officer (DMH/CFO) The address of the DMH/CFO is:

Department of Mental Health
Accounts Payable Office
64 New York Avenue, NE, 6th Floor
Washington, DC 20002
or E-mail to dmh.ap@dc.gov

- G.2.2 To constitute a proper Invoice, the Contractor shall submit the following information on the invoice:
- G.2.2.1 Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
- G.2.2.2 Contract number and invoice number;
- G.2.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.2.2.4 Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6 Name, title, phone number of person preparing the invoice;
- G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and
- G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

- G.3.1 For Contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.
- G.3.2 No final payment shall be made to the Contractor until the agency CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT

Shall be based upon Section B (Price Schedules) and Section F (Deliverables).

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

- G.5.1 In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.
- G.5.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

G.6 THE QUICK PAYMENT CLAUSE

- G.6.1 Interest Penalties to Contractors
 - G.6.1.1 The District shall pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:
 - a) the 3rd day after the required payment date for meat or a meat product;
 - b) the 5th day after the required payment date for an agricultural commodity; or
 - c) the 15th day after the required payment date for any other item.

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- G.6.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.
- G.6.2 Payments to Subcontractors
- G.6.2.1 The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:
- a) Pay the 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.6.2.2 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 3rd day after the required payment date for meat or a meat product;
 - b) the 5th day after the required payment date for an agricultural commodity; or
 - c) the 15th day after the required payment date for any other item.
- G.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.
- G.6.2.4 A dispute between the Contractor and 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.6.3 Subcontract requirements
- G.6.3.1 The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

G.7 DIRECTOR CONTRACTS AND PROCUREMENT/AGENCY CHIEF CONTRACTING OFFICER (DIRECTOR/ACCO)

Contracts shall be entered into and signed on behalf of the DMH only by the DMH Director/ACCO. The contact information for the DMH Director/ACCO is as follows:

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

G.8 AUTHORIZED CHANGES BY THE DIRECTOR/ACCO

- G.8.1 The Director/ACCO is the only person authorized to approve changes in any of the requirements of this contract.
- G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.
- G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the Director/ACCO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

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

- G.9.1 The COTR is responsible for general administration of the contract and advising the Director/ACCO as to the Contractor's compliance or noncompliance with the contract. The COTR has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
 - G.9.1.1 Keeping the Director/ACCO fully informed of any technical or contractual difficulties encountered during the performance period and advising the Director/ACCO of any potential problem areas under the contract;
 - G.9.1.2 Coordinating site entry for Contractor personnel, if applicable;
 - G.9.1.3 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;

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G.9.1.4 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

G.9.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

G.9.2 The address and telephone number of the COTR is:

Barbara J. Bazron, Ph.D.
Deputy Director
Office of Programs and Policy
609 H Street, NE, 5th Floor
Washington, DC 20002
Telephone: 202-671-2900
Fax: 202-671-1930

G.9.3 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 contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

G.9.4 The Contractor shall be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

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

PART I: THE SCHEDULE

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.1.1 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.1.1.1 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.1.2 The Contractor shall negotiate an Employment Agreement with the Department of Employment Services ("DOES") for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

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

H.3 PUBLICITY

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

H.4 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 COTR who shall provide the request to the FOIA Officer for DMH with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If DMH with programmatic responsibility receives a request for a record

maintained by the Contractor pursuant to the Contract, the COTR shall forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for DMH with programmatic responsibility shall determine the release ability 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.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.5.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.* (“First Source Act”).

H.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.4) in which the Contractor shall agree that:

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

H.5.3 The Contractor shall submit to DOES, no later than the 10th 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.5.4 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.5.5 The submission of the Contractor’s Final request for payment from the District shall contain the following:

- (1) Document in a report to the Director/ACCO its compliance with section H.5.4 of this clause;
or

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- (2) Submit a request to the Director/ACCO for a waiver of compliance with section H.5.4 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.5.6.

H.5.6 The Director/ACCO may waive the provisions of section H.5.4 if the Director/ACCO finds that:

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

H.5.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the Director/ACCO shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the Director/ACCO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Director/ACCO shall, within two business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the COTR.

H.5.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, 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.5.8.

H.5.9 The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

H.6 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the Contract, the Contractor and any of its subcontractors 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.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

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

H.8 WAY TO WORK AMENDMENT ACT OF 2006

- H.8.1 Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- H.8.2 The Contractor shall pay its employees and subcontractors who perform services under the Contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.
- H.8.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.8.4 The DOES may adjust the Living Wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- H.8.5 The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor 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 subcontractor to post the Notice in a conspicuous place in its place of business.
- H.8.6 The Contractor shall maintain its Payroll Records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.8.7 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.8.8 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;

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- (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.8.9 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.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

- H.9.1.1 A Prospective Offeror responding to this solicitation must submit with its proposal, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror Fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1.
- H.9.1.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.9.1.1, 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.9.1.3 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.9.1.1 and H.9.1.2.

H.9.2 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 proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror is required to subcontract, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

- H.9.2.1 Description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.9.2.2 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.9.2.3 Names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- H.9.2.4 Name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- H.9.2.5 Description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- H.9.2.6 In all subcontracts that offer further subcontracting opportunities, assurances that the Prime Contractor shall include a statement, approved by the Director/ACCO, that the subcontractor shall adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- H.9.2.7 Assurances that the prime contractor shall cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- H.9.2.8 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 will make such records available for review upon the District's request; and
- H.9.2.9 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.9.3 **Subcontracting Plan Compliance Reporting**. If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the Director/ACCO and the Director of DSLBD, no later than the 21st 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.9.3.1 The dollar amount of the Contract or Procurement;

H.9.3.2 Brief description of the goods procured or the services contracted for;

H.9.3.3 Name of the business enterprise from which the goods were procured or services contracted;

H.9.3.4 Whether the subcontractors to the contract are currently certified business enterprises;

H.9.3.5 Dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

H.9.3.6 Description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and

H.9.3.7 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.9.4 **Subcontractor Standards**

H.9.4.1 Prime Contractor shall ensure that subcontractors meet the criteria for responsibility described in D.C. Official Code § 2-353.01.

H.9.5 **Enforcement and Penalties for Breach of Subcontracting Plan**

H.9.5.1 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.9.5.2 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.9.5.3 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.

H.10 LIQUIDATED DAMAGES

H.10.1 When the Contractor fails to perform the tasks required under this Contract, DMH shall notify the Contractor in writing of the specific task deficiencies with a scheduled meeting and a Notice to Cure document with a cure period of Not To Exceed Ten (10) Business Days. Upon receiving the Notice to cure document, the Contractor shall provide DMH with their assessment of the identified deficiencies in order to reach an agreement on a proactive plan to resolve the matter. The assessment of Liquidated Damages as determined by the Director, Contracts and Procurement/Agency Chief Contracting officer shall be in an amount of \$200.00 per day against the Contractor until such time that the Contractor has cured its deficiencies and is able to satisfactorily perform the tasks required under this Contract.

H.10.2 When the Contractor is unable to cure its deficiencies in a timely manner and DMH requires a replacement Contractor to perform the required services, the Contractor shall be liable for liquidated damages accruing until the time DMH is able to award said contract to a qualified responsive and responsible Contractor. In addition, if the Contractor is found to be in default of said Contract under the Default Clause of the Standard Contract Provisions, the original Contractor is completely liable for any and all total cost differences between their Contract and the new Contract awarded by DMH to the replacement Contractor.

***** 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, 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 current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 RIGHTS IN DATA

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

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

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- I.5.3 The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5 All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6 The District shall have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.5.7 The restricted rights set forth in section I.5.6 are of no effect unless

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

RESTRICTED RIGHTS LEGEND

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

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

- I.5.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the CO is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor 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 subcontractor data or computer software which is required for the District.
- I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.5.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any

Consultant to Develop Strategic Supportive Housing Plan (SSHP)

data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

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

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

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.8 INSURANCE

- A. GENERAL REQUIREMENTS. The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Director/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 Director/ACCO. 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 subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Director/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 Director/ACCO with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide

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evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

- B. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE SHALL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

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

G. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

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

H. DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

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

I.10 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

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 RFP will 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) Consent Order dated December 12, 2003 in Dixon, et al.v. Gray et al., CA74-285 (TFH) (Dixon Consent Order) (if appropriate).
- (2) Wage Determination No. 05-2103, Rev. 10, dated June 15, 2010
- (3) Standard Contract Provisions for the Use with District of Columbia Government Supply and Services Contracts, March 2007.
- (4) Sections A through J of this Contract Number RM-12-RFP-067-BY0-MA
- (5) Best and Final Offer (BAFO)
- (6) Request for Proposal Submission dated Wednesday, February 22, 2012.
- (7) Request for Proposal.

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	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at www.ocp.dc.gov click on “Solicitation Attachments”
J.2	U.S. Department of Labor Wage Determination 2005-2081, dated 09/01/2010 (Separately Attached)
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor’s Order 85-85 available at www.ocp.dc.gov click on “Solicitation Attachments”
J.4	Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on “Solicitation Attachments”
J.5	Reserved
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet (Separately Attached)
J.7	Tax Certification Affidavit (Separately Attached)
J.8	Bidder/Offeror Certifications available at www.ocp.dc.gov click on “Solicitation Attachments”

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

PART IV – REPRESENTATIONS AND INSTRUCTIONS

**SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER
STATEMENTS OF OFFERORS**

Bidder/Offeror Certification Form (J.8)

available at www.ocp.dc.gov click on “Solicitation Attachments”

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

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO CONTRACTORS

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SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

The District intends to award this single contract resulting from this solicitation to the Responsive and Responsible Offeror whose offer conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 Initial Offers

The District may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint of cost or price, technical and other factors.

L.2 PROPOSAL ORGANIZATION AND CONTENT

One original and three (3) copies of the written Proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Each page shall be numbered and labeled to include the Solicitation number and name of the Prospective Contractor, Stapled or bond Technical Proposal shall be submitted with a Not To Exceed the maximum of twenty (20) pages, additional pages only for cost Proposal and supporting documentation. Proposals shall be typewritten in single space, single page, Times New Roman: twelve (12) point font size on 8.5" by 11" bond paper. **Telephonic and telegraphic Proposals or Electronic Faxes shall "NOT" be accepted.** Each Proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. **(RM-12-RFP-067-BY0-MA)**."

The Prospective Contractor shall respond to each factor in a way that shall allow the District to determine the best and reasonable value selection of the Prospective Contractor's response. The Prospective Contractor shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program services and service delivery. The information requested below for the technical Proposal shall facilitate the Best Value source selection for all Proposals. The Technical Proposal must contain sufficient detail to provide a clear and concise representation of the requirements in the statement of work.

1. Technical Understanding of the requirement and approach
2. Management Plan
3. Strategic Plan and Facilitation
4. Personnel
5. Past Performance

L.3 RESERVED

L.4 **PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS**

L.4.1 PROPOSAL SUBMISSION

Proposals must be submitted no later than **2:00 PM (EST) on Wednesday, February 22, 2012.** Proposals, modifications to Proposals, 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 Proposal or modification was sent by registered or certified mail not later than the fifth (5th) calendar day before the date specified for receipt of offers;
- b. The Proposal or modification was sent by mail and it is determined by the Director/ACCO that the late receipt at the location specified in the solicitation was caused solely by mishandling by the District.

L.4.2 POSTMARKS

The only acceptable evidence to establish the date of a late proposal, 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 proposal, 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 Proposal shall be considered late unless the **Prospective Offeror** can furnish evidence from the postal authorities of timely mailing.

L.4.3 LATE MODIFICATIONS

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

L.4.4 LATE PROPOSALS

A late proposal, 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.5 EXPLANATION TO PROSPECTIVE OFFERORS

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 Seven (7) Calendar Days prior to the closing date and time indicated for this Contract. The District shall not consider any questions received less than Seven (7) Calendar Days before the date set for submission of proposal. 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
609 H Street, NE, 4th Floor
Washington, DC 20002
Office (202) 671-3188 – Fax (202) 671-3395
Email: Samuel.feinberg@dc.gov

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.6.1 Offerors who include in their proposal 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 proposal 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 offeror as a result of or in connection with the submission of this data, the District will 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 proposal 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.6.2 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 proposal."

L.7 PROPOSALS WITH OPTION YEARS

RESERVED

L.8 SIGNING OF OFFERS

The Offeror shall sign the Offer in **Blue Ink** and print or type the name of the Offeror 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 Offeror's solicitation submission must be **signed in Blue Ink** by an authorized negotiator as identified in Section K.1 of your submission. 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 (e.g. Section K.3-Certification as to Compliance with Equal Opportunity Obligations, Tax Certification Affidavit, First Source Employment Agreement), 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. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Director/ACCO.

L.9 PROPOSAL PROTESTS

Any actual or prospective Offeror 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 proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals 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 proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4th Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

L.10 UNNECESSARILY ELABORATE PROPOSALS

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 offeror's lack of cost consciousness. Elaborate artwork, expensive visual and other presentation aids are neither necessary nor desired.

L.11 RETENTION OF PROPOSALS

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the offerors.

L.12 PROPOSAL COSTS

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

L.13 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 coverages as specified in Section I.8 to:

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

L.14 ACKNOWLEDGMENT OF AMENDMENTS

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

L.15 BEST AND FINAL OFFERS (BAFO)

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range shall be provided an opportunity to submit written best and final Offers at the designated date and time. Best And Final Offers (BAFO) shall be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After receipt of best and final offers, no discussions shall be reopened unless the Director/ACCO determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify contractor selection and award based on the best and final offers received. If discussions are reopened, the Director/ACCO shall issue an additional request for best and final offers to all offerors still within the competitive range.

L.16 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

- L.16.1 Name, address, telephone number and federal tax identification number of offeror;
- L.16.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. In addition, this mandate requires the Offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the Offeror is required by law to make such certification. If the Offeror 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 Offeror 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 Offeror 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 FAMILIARIZATION WITH CONDITIONS

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors shall not be relieved from assuming all responsibility for properly estimating the 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.

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION M: EVALUATION FACTORS FOR AWARD

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SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

The Contract shall be awarded to the Responsive and Responsible Offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores shall not necessarily be determinative of the award. Rather, the Total Scores shall guide the District in making an intelligent award decision based upon the Evaluation criteria.

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

<u>Numeric Rating</u>	<u>Adjective</u>	<u>Description</u>
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

M.2.2 The Technical Rating is a weighting mechanism that shall be applied to the point value for each evaluation factor to determine the offeror’s score for each factor. The Offeror’s Total Technical Score shall be determined by adding the Offeror’s score in each Evaluation Factor. For example, if an Evaluation Factor has a point value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the District evaluates the offeror’s response as “Good,” then the score for that Evaluation Factor is 4/5 of 40 or 32.

If sub-factors are applied, the Offeror’s Total Technical Score shall be determined by adding the offeror’s score for each sub-factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two sub-factors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the offeror’s response as “Good” for the first sub-factor and “Poor” for the second sub-factor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first sub-factor plus 1/5 of 20 or 4 for the second sub-factor, for a total of 20 for the entire factor.

M.3 EVALUATION CRITERIA

The Total sum of the maximum points for Technical Criteria and Price Criterion must be 100 points. Proposals shall be evaluated based on the following evaluation factors in the manner described below:

M.3.1 TECHNICAL CRITERIA (25 Points)

Technical Understanding of the Requirement and Technical Approach

1. Demonstrates a clear understanding of the range of supportive housing services available for individuals with a mental illness.
2. Demonstrate a thorough understanding of how the residential services program shall be organized, staffed and managed
3. Demonstrate ability to assist DMH in conceptualizing and, organizing a service delivery framework to provide supportive housing.
4. Demonstrate the ability to conduct an analysis of housing needs for the priority population.
5. Demonstrate knowledge of funding sources and financing mechanisms (governmental or private) that are available to develop and operate supportive housing.
6. Demonstrates a thorough understanding of the value and potential role of Peer Specialist in developing the Supportive Housing Plan.

Management Plan (10 Points)

1. Demonstrates that the Key Personnel assigned to this Contract have the content knowledge and expertise in Supportive Housing to conduct the project. Resumes of all key personnel shall be included in the RFP Proposal submission.
2. Demonstrates how Personnel Resources shall be organized and managed to conduct required activities.

Strategic Planning and Facilitation (25 Points)

1. Demonstrates the organizational skills required to plan and facilitate a process to develop the DMH Supportive Housing Plan.

Personnel (15 Points)

1. Possess the organizational resources, capability and experience deliver the services described within the Scope of Work.

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1. Provide job/role descriptions along with the staff educational and experiential background related to the key tasks required to complete the plan.
2. Provide a minimum of three (3) letters of support and other documentation to demonstrate the ability to conduct a project of similar scope and magnitude.

Past Performance Criteria

(10 Points)

The Contractor’s past performance (as supported and documented by the previous contracts’ monitoring) for Government Contracts, Grants or subcontracts for similar services within the last three (3) years.

M.3.2 PRICE CRITERION

(15 Points Maximum)

The Price Evaluation shall be objective. The Offeror with the Lowest Price shall receive the maximum Price Points. All other Proposals will receive a proportionately lower total score. The following formula shall be used to determine each offeror's evaluated price score:

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times \text{weight} = \text{Evaluated price score}$$

M.3.3 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.5.2 (12 Points Maximum)

M.3.4 TOTAL POINTS

(112 Points Maximum)

Total Points shall be the cumulative total of the Offeror’s Technical Criteria Points, Price Criterion Points and Preference Points, if any.

M.4 EVALUATION OF OPTION YEARS

RESERVED

M.5. 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 proposals 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.5.1 Application of Preferences

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

Consultant to Develop Strategic Supportive Housing Plan (SSHP)

- M.5.1.1 Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).
- M.5.1.2 Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.
- M.5.1.3 Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.
- M.5.1.4 Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.
- M.5.1.5 Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.
- M.5.1.6 Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.
- M.5.1.7 Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.
- M.5.1.8 Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

M.5.2 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 the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.5.3 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.5.4 Verification of Offeror's Certification as a Certified Business Enterprise

M.5.4.1 Any Vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The Director/ACCO will verify the Offeror's certification with DSLBD and the Offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.

M.5.4.2 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.5.4.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.6.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and shall be taken by the District if payment is made within the discount period specified by the offeror.

M.6.2 In connection with any discount offered, time shall be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.

***** END OF SECTION M *****

SECTION J
ATTACHMENTS

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

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

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

Shirley F. Ebbesen
Director

Division of
Wage Determinations

Wage Determination No.: 2005-2081
Revision No.: 10
Date Of Revision: 09/01/2010

State: Colorado

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

Fringe Benefits Required Follow the Occupational Listing

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

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

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

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

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

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

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**** UNIFORM ALLOWANCE ****

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

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

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

J.2 - WAGE DETERMINATION

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Now In: State Minimum Wage Rates

State Minimum Wage

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

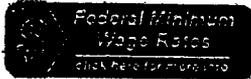
Arizona, Colorado, Florida, Missouri, Montana, Ohio, Oregon, Vermont and Washington.

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

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

FEDERAL MINIMUM WAGE INFORMATION

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



State Minimum Wage Rates

State	Minimum Wage				State	Minimum Wage			
	2008	2009	2010	2011		2008	2009	2010	2011
Alabama	\$6.55	\$7.25	\$7.25	\$7.25	Montana	\$6.55	\$7.25	\$7.25	\$7.35 ⁶
Alaska	\$7.15	\$7.25	\$7.75	\$7.75	Nebraska	\$6.55	\$7.25	\$7.25	\$7.25
Arizona	\$6.90	\$7.25	\$7.25	\$7.35 ⁷	Nevada ²	\$8.85	\$7.55	\$8.25	\$8.25
Arkansas	\$6.25	\$7.25	\$7.25	\$7.25	New Hampshire	\$7.25	\$7.25	\$7.25	\$7.25
California	\$8.00	\$8.00	\$8.00	\$8.00	New Jersey	\$7.15	\$7.25	\$7.25	\$7.25
Colorado	\$7.02	\$7.28	\$7.24	\$7.36 ⁸	New Mexico	\$6.50	\$7.50	\$7.50	\$7.50
Connecticut	\$7.65	\$8.00	\$8.25	\$8.25	New York	\$7.15	\$7.25	\$7.25	\$7.25
Delaware	\$7.15	\$7.25	\$7.25	\$7.25	North Carolina	\$6.55	\$7.25	\$7.25	\$7.25
District of Columbia	\$7.55	\$8.25	\$8.25	\$8.25	North Dakota	\$6.55	\$7.25	\$7.25	\$7.25
Florida	\$6.79	\$7.25	\$7.25	\$7.25	Ohio	\$7.00	\$7.30	\$7.30	\$7.40 ¹⁰
Georgia	\$6.55	\$7.25	\$7.25	\$7.25	Oklahoma	\$6.55	\$7.25	\$7.25	\$7.25
Hawaii	\$7.25	\$7.25	\$7.25	\$7.25	Oregon	\$7.95	\$8.40	\$8.40	\$8.50 ¹¹
Idaho	\$6.55	\$7.25	\$7.25	\$7.25	Pennsylvania ³	\$7.15	\$7.25	\$7.25	\$7.25
Illinois	\$7.75	\$8.00	\$8.25 ⁵	\$8.25	Puerto Rico	\$6.55	\$6.55	\$6.55	\$6.55
Indiana	\$6.55	\$7.25	\$7.25	\$7.25	Rhode Island	\$7.40	\$7.40	\$7.40	\$7.40
Iowa	\$7.25	\$7.25	\$7.25	\$7.25	South Carolina	\$6.55	\$7.25	\$7.25	\$7.25
Kansas ⁴	\$6.55	\$2.65	\$7.25	\$7.25	South Dakota	\$6.55	\$7.25	\$7.25	\$7.25
Kentucky	\$6.55	\$7.25	\$7.25	\$7.25	Tennessee	\$5.58	\$7.25	\$7.25	\$7.25
Louisiana	\$6.55	\$7.25	\$7.25	\$7.25	Texas	\$6.55	\$7.25	\$7.25	\$7.25
Maine	\$7.25	\$7.25	\$7.50 ⁹	\$7.50	Utah	\$6.55	\$7.25	\$7.25	\$7.25
Maryland	\$6.55	\$7.25	\$7.25	\$7.25	Vermont	\$7.68	\$8.06	\$8.06	\$8.15 ¹²
Massachusetts	\$8.00	\$8.00	\$8.00	\$8.00	Virginia	\$6.55	\$7.25	\$7.25	\$7.25
Michigan	\$7.40	\$7.40	\$7.40	\$7.40	Washington	\$8.07	\$8.55	\$8.55	\$8.67 ¹³
Minnesota ¹	\$6.15	\$6.15	\$6.15	\$6.15	West Virginia	\$7.25	\$7.25	\$7.25	\$7.25
Mississippi	\$6.55	\$7.25	\$7.25	\$7.25	Wisconsin	\$6.50	\$7.25	\$7.25	\$7.25
Missouri	\$6.65	\$7.25	\$7.25	\$7.25	Wyoming	\$6.55	\$7.25	\$7.25	\$7.25

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- ¹ Listed rate is for companies with more than \$625,000 gross annual volume of sales or business. Businesses with less than \$625,000 gross annual volume of sales or business will have a minimum wage rate of \$5.25.
- ² Listed rate is for businesses that do not offer health insurance coverage to employees and \$7.25 for businesses that offer health insurance.
- ³ Listed rate is for businesses that employ less than 10 full-time employees.
- ⁴ \$2.65 rate is for businesses with gross revenue less than \$500,000. Any businesses that have a higher gross will pay the current Federal minimum wage rate.
- ⁵ Illinois 2010 state minimum wage rate is set to go into effect 07/01/2010.
- ⁶ Maine 2010 state minimum wage rate is set to go into effect 10/01/2010.
- ⁷ Arizona 2011 state minimum wage rate is set to go into effect 01/01/2011. Tipped wage will also increase 10 cents to \$4.35 per hour.
- ⁸ Colorado 2011 state minimum wage rate is set to go into effect 01/01/2011.
- ⁹ Montana 2011 state minimum wage rate is set to go into effect 01/01/2011.
- ¹⁰ Ohio 2011 state minimum wage rate is set to go into effect 01/01/2011. Listed rate is for non-tipped employees and \$3.70 per hour for tipped employees (plus tips).
- ¹¹ Oregon 2011 state minimum wage rate is set to go into effect 01/01/2011.
- ¹² Vermont 2011 state minimum wage rate is set to go into effect 01/01/2011. Tipped wage will increase 4 cents to \$3.95 per hour.
- ¹³ Washington 2011 state minimum wage rate is set to go into effect 01/01/2011.

* Based on information gathered from the Department of Labor.

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J.6 – LIVING WAGE FACT SHEET



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.*

J.7 TAX CERTIFICATION AFFIDAVIT

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of the Chief Financial Officer
Office of Tax and Revenue



TAX CERTIFICATION AFFIDAVIT

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

Date

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

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

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

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

Signature of Authorizing Agent

Title

The penalty for making false statement is a fine not to exceed \$5,000.00, imprisonment for not more than 180 days, or both, as prescribed by D.C. Official Code 547-4106.