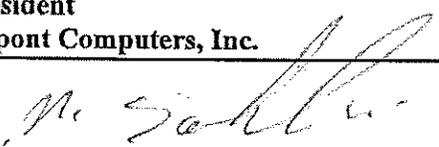
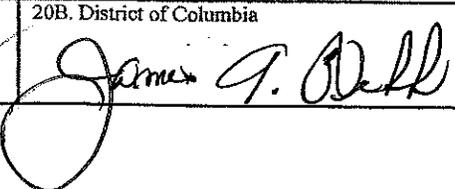


<b>AWARD/CONTRACT</b>			1. Caption - CBE Market		Page 1 of 24
			CBE Set-Aside		
2. Contract Number		3. Effective Date		4. Solicitation/Requisition/Purchase Request/Project No.	
CW43820		See Block 20C.		PODS-2003-R-475-00	
5. Issued By:			Code	LY	6. Administered by (If other than line 5)
Office of Contracting and Procurement DC Supply Schedule Division 441- 4 <sup>th</sup> Street, NW, Suite 700 - South Washington, DC 20001					
8. Name and Address of Contractor (No. street, city, county, state and Zip Code)			8. Delivery		
Dupont Computers, Inc. 1760 S Street N.W. Washington, DC 20009 Tel#: 202-232-6363 Attn: Moe Sabhani			<input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (Delineated in each Task Order)		
9. Discount for prompt payment Net 30 days			10. Submit invoices to the Address shown in (2 copies unless otherwise specified) Each Task Order/Delivery Order.		
DUNS		FEIN			Item
11. Ship to/Mark For		Code	12. Payment will be made by		Code
See Task Order/Delivery Order			As set forth within individual Task or Delivery Orders.		
13. Reserved for future use			14. Accounting and Appropriation Data ENCUMBRANCE CODE: See Task Order/Delivery Order		

15A. Item	15B. Supplies/Services	15C. Qty.	15D. Unit	15E. Unit Price	15F. Amount
475-00	Medical Supplies			See Price List Attachment A	
	Term: 365 days from the date of award.				
	The District's obligation is pursuant to the Minimum Order as set forth in the DCSS Terms and Conditions dated February 2010 & Standard Contract Provisions dated March 2010.				
Total Amount of Contract				<input checked="" type="checkbox"/> NTE \$500,000.00	Base Year

16. Table of Contents							
(X)	Section	Description	Page	(X)	Section	Description	Page
PART I - THE SCHEDULE							
X	1	Description and Prices	3	X	7	Confirmation and Agreement	24
X	2	Specifications/Work Statement	5-24				
X	3	Deliveries or Performance	14				
X	4	Contract Administration Data	15-20				
X	5	Order of Precedence and Attachments	21				
X	6	Representations, Certifications and Other Statements of Applicants	22-23				

Contracting Officer will complete Item 17 or 18 as applicable

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office.) Contractor agrees to furnish and deliver all items, perform all the services set forth or otherwise identified above and on any continuation sheets, for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number PODS-2003-R-475-00 including the additions or changes made by which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and all terms and conditions thereto, (b) your offer, and (c) this award/contract. No further contractual document is necessary	
19A. Mr. Moe Sabhani President Dupont Computers, Inc.		20A. Name of Contracting Officer  James Webb	
19B. 	19C. Date Signed 5/23/16	20B. District of Columbia 	20C. Date Signed 5.31.2016



## SECTION 1

### DESCRIPTION AND PRICES

#### 1.1 DESCRIPTION

The Government of the District of Columbia, Office of Contracting and Procurement (OCP), on behalf of District agencies shall award this contract to provide Medical Supplies. The Contractor shall provide the services in support of District agencies to support day-to-day operations.

#### 1.2 CONTRACT TYPE

The District's award of this contract will establish a District wide, multiple-award, indefinite delivery/indefinite quantity (IDIQ) type contract. This contract will constitute a District of Columbia Supply Schedules.

This contract will allow District agencies to more quickly acquire a wide variety of temporary employment services. The work shall be accomplished in the manner and within the scope and time specified in an individual Task Order (TO) for services.

#### 1.3 SELECTION OF FEDERAL MULTIPLE AWARD CONTRACT

The Contractor has adopted the price list of the following federal multiple award (GSA) contract:

Federal Schedule No.: **65**

Federal Schedule Contract No.: V797D-40098

Federal Contractor Name: Argentum Medical, LLC

#### 1.4 REQUIRED CERTIFIED BUSINESS ENTERPRISE (CBE) BE INFORMATION

a. The Contractor's CBE certification number is LSDX59723102018

#### 1.5 ORDERING LIMITATIONS AND INFORMATION

The services shall be provided only as authorized by the task orders (TO) issued in accordance with the Ordering Clause Procedures described in Section 4 of the DCSS Terms and Conditions, **Attachment B**. The total value of TO shall be in compliance with the Ordering Limitations and Information Clause in Section 5 of the DCSS Terms & Conditions, **Attachment B**.

Except for any limitations on quantities or dollars set forth in the Ordering Limitations and Information Clause, there is no limit on the number of TOs that may be issued. The District may issue TOs for required services or products for multiple projects at multiple locations simultaneously.

## **1.6 PRICING**

- a. Prices that are adopted from a federal contract to establish the DCSS contract shall become the item ceiling rates under the DCSS contract.
- b. Prices offered shall be no greater than the prices for the current contract period established under the adopted federal contract at the time of award.
- c. Any pricing for any option years offered to the District government beyond the last option period of the adopted federal contract shall be governed by the offer letter, Attachment A.
- d. The District guarantees the minimum order for each contract in the amount of \$10.00 for the base year and each of the four (4) option years, if exercised. The maximum contract ceiling for each year of the contract is \$500,000.00.

## **1.7 NIGP CODE DESIGNATION**

The designated NIGP Code for this procurement is:

475 -00      Medical Supplies

The Contractor meets the requirements of Section 2 of the solicitation and is certified under the Department of Small and Local Business Development (DSLBD) for the aforementioned NIGP Code Category

## **1.8 TERM OF CONTRACT**

- a. The Contractor shall provide Medical Supplies for the term of the contract which shall be for a period of one base year and four (4) one-year option periods from the date of award specified on the cover page of the contract.
- b. The Contractor shall honor the pricing of the GSA Contract referenced in section 1.3 for the base year and each of the four (4) one-year option periods.

## **1.9 OPTION TO EXTEND THE TERM OF THE CONTRACT**

- a. The District may extend the term of this contract for a maximum of four (4), one-year option periods, or fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a 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 Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to the expiration of the contract.
- b. If the District exercises this option, the extended contract shall be considered to include this option provision. The prices for the option period shall be as specified in

the contract.

- c. The District will not exercise an option or partial option if the Contractor is not in compliance with the tax filing and payment requirements of the District of Columbia tax laws, is not certified by the Department of Small and Local Business Development as a Certified Business Enterprise.

## SECTION 2

### SPECIFICATION/WORK STATEMENT

#### 2.1 SCOPE

The Office of Contracting and Procurement of the District of Columbia Government, on behalf all District Government agencies hereby establishes a multiple award, Indefinite Delivery/Indefinite Quantity type contract (Schedule). The Contractor shall provide the following supplies.

#### 2.2 TYPE OF PRODUCTS

##### OFFERED ITEMS:

- Adhesive Tapes and Adhesive Bandages
- Applicators/Swabs/Wipes/Pads
  - Plain
  - Treated
- Bandages/Gauzes
  - Plain
  - Treated
  - Casting
  - Elastic
- Dressings
  - Adherent (impregnated or non-impregnated)
  - Non adherent (impregnated or non-impregnated)
- Binders/Suspensory
- Sponges, Surgical
- Surgical Handles/Blades
  - Blades
  - Handles
  - Blade/Handle Combinations
- Surgical Hand Instruments (Includes instrument accessories)
  - Disposable
  - Reusable

- Scopes, Medical  
With accessories and replacement parts. Includes but is not limited to duodenoscopies, endoscopes and surgical microscopes. Excludes laboratory microscopes.
- Cannulas, Airways, Tubes and Accessories  
(All Styles, types and sizes, except those relating to blood transfusion and IV apparatus)
- Catheters (excluding urinary catheters)  
(All Styles, types and sizes, except those relating to blood transfusion)
  - Cardiac/Thoracic
  - Suction Catheters
  - Other
- Colostomy/Ostomy Products
- Gloves, Medical Surgeon's and Examinary (Latex and vinyl and other, all sizes)
  - Sterile Latex
  - Sterile Vinyl
  - Non-Sterile Latex
  - Non-Sterile Vinyl
  - Other
- Medical Diagnostic Instruments (excluding equipment)
  - Sphygmomanometers
  - Oscopes
  - Stethoscopes
  - Thermometers
  - Hand-Held Doppler's and Pulse-Oximeters
  - Laryngoscopes
  - Other
- Needles, Syringes, and Jet Injectors
  - Needles, Hypodermic
  - Syringes
  - Syringe and Needle Combination
  - Syringe and Needle Combination (antistick)
  - Protective Sheaths (for needles, hypodermic and IV (antistick))
  - Needles, Biopsy
  - Jet Injectors, Needle-free
- Stockings (Anti-embolism/Compression only)
- Sutures, Suture Needles, Staples and Extractors (All type and sizes)

- Sets, Kits and Trays, Disposable (Such as irrigation kits and blood gas kits (excluding first aid kits and urinary products))
  - Procedural/Instrument
  - Treatment
  - Other
- Wound Drainage Systems and Kits/Evacuators (excluding equipment and equipment accessories)
- Implants, Surgical (Excluding pacemakers and related supplies)
  - Joints, Hip, Knee and Accessories
  - Intraocular Lenses
  - Other
- Disposable Contamination Containers
  - Sharps
  - Biohazard Bags
  - Chemotherapy Containers
  - Other
- Urine and Specimen Collection Products (Excluding laboratory items)
  - Specimen Cups and Containers
  - Urinary Drainage Bags, Kits and Sets
  - Urinary Catheters
  - Other Urinary Supplies (etc.) (excluding urine test strips)
- Bags, Heat/Cold
  - Hot Water
  - Ice
  - Chemical
- Bands, Patient Identification
- Orthopedic/Surgical Supports
  - Splints
  - Braces
  - Immobilizers/Soft Goods (including Stockinettes)
  - Positioners (excluding Wheelchair Positioners)
  - Supports
  - Cervical Collars
  - Other
- Incontinent Products
  - Pads, Bed Linen, Protective
  - Ice
  - Chemical

- Brush-Sponge Surgical Scrubs
- Charts and Chart Racks (Medical only)
- Restraints, Adult and Pediatric (Medical application)
- Drapes, Surgical (Aseptic, surgery application only)
- Hospital ware, Plastic/Stainless (Medical use only, such as bedpans, urinals, sponge bowls and water set)
- Hospital Clothing (Patient/nurse/doctor)
  - Disposable
  - Reusable
  - Impervious Disposables (Includes masks/shields, goggles, gowns, jumpsuits, personal protection kits (excluding first aid kits), and mortuary packs/shroud kits)
- Audiometer Equipment/Audiometric Booths (off-the-shelf, standard configuration)  
With accessories and replacement parts.
- Vision Screening and Test Equipment  
With accessories and replacement parts.
- Ophthalmic Units  
Includes floor, wall and stand-alone devices with accessories and replacement parts. Also includes slit lamps.
- ENG Apparatus  
With accessories and replacement parts.
- Ophthalmic Surgical Equipment  
With accessories and replacement parts
- Lasers, Surgical  
With accessories and replacement parts. Includes but is not limited to Argon, CO2 and Yag. Excludes investigational devices.
- Cryosurgical Apparatus  
With accessories and replacement parts.
- Electrosurgical Apparatus  
With accessories and replacement parts.
- Cardiopulmonary Apparatus  
With accessories and replacement parts. Includes but is not limited to heart-lung machines, blood oxygenators, cardioplegia solution delivery sets and arterial

filters.

- Blood Warmers  
With accessories and replacement parts.
- Anesthesia Equipment  
With accessories and replacement parts.
- Suction/Aspiration Equipment  
With accessories and replacement parts. Includes suction canisters. Excludes suction catheters
- Secondary Oxygen Equipment  
With accessories and replacement parts. Includes but is not limited to flowmeters, regulators, immersion heaters and hose assemblies.
- Oxygen Concentrators  
With accessories and replacement parts.
- Carts, Emergency, Cardiopulmonary Resuscitation (Crash)  
With accessories and replacement parts.
  - Oxygen Respirators/Resuscitators  
With accessories and replacement parts.
  - Vital Signs (Stand-Alone Units Only)
  - Blood Pressure (Stand-Alone Units Only)
  - Blood Flow (Stand-Alone Units Only)
  - Blood Gas (Stand-Alone Units Only)
  - Fetal/Neonatal (Stand-Alone Units Only)
  - Oximeter (Stand-Alone Units Only)
  - Esophageal Motility/Esophageal Pressure (Stand-Alone Units Only)
  - Other
- Tele-Home Care  
Including accessories and replacement parts
- Respiratory Monitors  
With accessories and replacement parts.
- ECG/EKG Apparatus  
With accessories and replacement parts.
- Holter Cardiograph Apparatus  
With accessories and replacement parts
- Electrodes, Universal, Leadwires and Cables  
Includes but is not limited to monitoring and diagnostic type. Excludes pacemaker, electrosurgical and stimulator electrode.

- Stress Test Monitors  
With accessories and replacement parts, including treadmills and ergometers
- Pulmonary Function Testing Equipment  
With accessories and replacement parts.
- Erection Aid Devices  
With accessories and replacement parts.
- Defibrillators  
With accessories and replacement parts.
- Pacemakers and Ancillary Items (With accessories and replacement parts)
  - Pacemaker, DDDR, dual chamber, rate responsive pacing
  - Pacemaker, DDD, dual chamber, pacing
  - Pacemaker, VVIR/SSIR, single chamber pacing
  - Pacemaker, VVI/SSI, single chamber, ventricular pacing
  - Pacemaker, VDD, atrial sensing, ventricular pacing
  - External Pacemaker, DDD, dual chamber pacing
  - External Pacemaker, SSI, single chamber pacing
  - Ancillary products-pacing and defibrillator leads and accessories
  - Implantable Cardioverter Defibrillators, with Bradycardia pacing
- EEG Apparatus  
With accessories and replacement parts.
- EMG Apparatus  
With accessories and replacement parts.
- Urodynamic Measurement Apparatus  
With accessories and replacement parts.
- IV Pumps  
Purchase and rental. With administration sets, accessories and replacement parts.  
Excludes chemicals and needles.
- Pumps, Patient Feeding, Enteral  
With administration sets, accessories and replacement parts. Excludes drugs,  
chemicals and needles.
- Hemodialysis Equipment  
Accessories, replacement parts, and consumable items.
- Autotransfusion Units (Blood)  
Postoperative
- Noninvasive Bone Growth Stimulators  
Purchase and rental. Excludes investigational devices.

- Acute Care Beds  
Purchase and rental. With accessories and replacement parts. Beds designed for intensive care.
- Physiotherapy Apparatus  
With accessories and replacement parts. Includes traction equipment, muscle rehabilitation units, temperature therapy systems and exercise cycles.
- Whirlpool/Hydrobaths and Bath Units, Medical  
With accessories and replacement parts.
- Stimulators, Muscle, Nerve and Pain Control  
With accessories and replacement parts.
- Phototherapy Cabinets (Ultraviolet)  
With accessories and replacement parts.
- Flotation Pads/Mattresses for Therapy  
Includes Intermittent Pressure Pumps and Pads. Purchase and rental. With accessories and replacement parts.
- Hyperthermia/Hypothermia Systems  
With accessories and replacement parts.
- Lifts, Patient Equipment for Hospital and Home Use  
With accessories and replacement parts.
- Transport Units (Stretchers), Patient  
With accessories and replacement parts.
- Scales, Electronic and Mechanical, Patient, Medical Only  
With accessories and replacement parts.
- Tables, Patient Examination, Treatment and Operating  
With accessories and replacement parts.
- Lhts, Surgical, Ceiling and Surgical Stand  
With accessories and replacement parts.
- Chairs and Stools, Patient Examining  
With accessories and replacement parts. Excludes dental.
- Carts, Medication, Patient Application  
With accessories and replacement parts.
- Carts, Medical Supplies, Patient Application  
With accessories and replacement parts.

- Cabinets, Medical and Surgical  
With accessories and replacement parts. Includes surgical scrub stations.
- Cabinets, Warming  
With accessories and replacement parts.
- Nourishment Workstations  
With accessories and replacement parts.
- Instrument Stands/Tables (Surgical)  
With accessories and replacement parts.
- Ultrasonic Cleaning Systems  
With accessories and replacement parts.
- Sterilizer and Sanitizer Equipment  
With accessories and replacement parts. Includes laboratory units and transportation units. Excludes control indicator/aids, tapes and wrappers.
- Sterilization Products (Excluding equipment accessories, such as trays, baskets and other various hardware items)
  - Sterilization Control Indicators/Aids
  - Tapes
  - Wrappers and Bags
  - Other
- Medical Waste Treatment Systems
- Medication and Supply Packaging and Dispensing Equipment  
With accessories and replacement parts.
- Pharmacy Furniture  
With accessories and fixtures. Excludes piping.
- Tablet Splitters
- Prescription Information Aids, Equipment and Supplies for Patient Use

3. The District of Columbia standard Contract Provisions for Use with District of Columbia Government Supply/Services Contracts dated November 2002 shall govern any Packaging and Marking (Attachment A, Paragraph 2) & Inspection and Acceptance (Attachment A, Paragraphs 6 and 7) for the above services or supplies.

End of Scope



## SECTION 3

### DELIVERY AND PERFORMANCE

#### 3.1 DELIVERABLES

The Contractor shall submit all deliverables according to the following and as further required by individual task delivery orders (purchase order):

<b>NIGP Code</b>	<b>DESCRIPTION OF DELIVERABLE</b>	<b>QUANTITY</b>	<b>DUE DATES</b>	<b>FORMAT/MEDIUM</b>
475-00	Quarterly Sales Report	2 copies to DCSS Contracting Officer or designee	On or before the 30 <sup>th</sup> day after the preceding three (3) month fiscal quarter	Hard copy. See DCSS Terms & Conditions , Paragraph 2
475-00	Authorized Catalog or Schedule Price List or other Federal Award Price List	2 copies to each eligible D.C. Agency	Within 30 business days after award	See DCSS Terms & Conditions, Paragraph 26
475-00	Requested Supplies	Per the delivery order	Per the delivery order	Per the delivery order

*Failure to submit these deliverables may be cause for termination of the contract or the District's decision not to exercise the option to extend its term.*

#### 3.2 MAXIMUM CONTRACT CEILING

- a. Pursuant to the District of Columbia Supply Schedule Terms and Conditions (February 2010), Attachment B, Section 5, the District reserves the right to increase or decrease the maximum contract ceiling for this solicitation at any time via written modification. The maximum contract ceiling for each year for this schedule is **\$500,000.00 (five hundred thousand dollars)**.
- b. Contracting Officers are encouraged to seek price reductions when orders may exceed ten percent (10%) of the maximum ceiling. The Contractor agrees to negotiate price reductions for any items when orders may exceed ten (10%) of the maximum ceiling.

#### 3.3 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

The Contractor shall submit to the District as a deliverable a copy of reports that are required pursuant to section 20e of the DCSS Terms and Conditions concerning the 51% District Residents New Hires Requirements and the First Source Employment Agreement. If the Contractor does not submit the reports as a part of the deliverables, final payment to the Contractor may not be paid.

## SECTION 4

### CONTRACT ADMINISTRATION DATA

#### 4.1 INVOICE PAYMENT

- (a) After the award of a Task or Delivery Order, the District will make payments to the Contractor, upon the submission of proper invoices or vouchers, at the prices stipulated in the contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in the contract awarded.
- (b) The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

#### 4.2 INVOICE SUBMITTAL

- (a) The Contractor shall submit proper invoices on a monthly basis or as otherwise specified within the Task or Delivery Order. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Administrator (CA). The name, address, and telephone number of the appropriate CFO and (CA) will be provided to the Contractor under each task or delivery order.
- (b) To constitute a proper invoice, the Contractor shall submit the following information on the invoice;
  - Contractor's name, Federal tax ID and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible);
  - Contract number (Block No. 2) of the executed Solicitation, Application and Award Form (page 1), and delivery or task order and encumbrance (purchase order) number.
  - Assignment of an invoice number by the Contractor is required;
  - Description, price, quantity and the date(s) that the supplies/services were actually delivered or performed.
- (c) Other supporting documentation or information, as required by the Contracting Officer:
  - Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
  - Name, title, phone number of person preparing the invoice;
  - Name, title, phone number and mailing address of person to be notified in the event of a defective invoice; and
  - Authorized signature

#### 4.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

- (a) 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 subsection 20e of the DCSS Terms and Conditions.
- (b) No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

#### 4.4 ASSIGNMENTS

- (a) In accordance with 27 DCMR 3250, unless otherwise prohibited by this contract, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.
- (b) Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- (c) Notwithstanding an assignment of money claims pursuant to authority contained in the contract, 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 4/11/16,  
make payment of this invoice to Dupont Computers Inc. 1761S Street  
N.W. Washington, DC 20009  
(name and address of assignee).

#### 4.5 CONTRACTING OFFICER (CO)

Contracts shall be entered into and signed on behalf of the District only by Contracting Officers. The address and telephone number of the Contracting Officer for this application is:

James Webb  
Contracting Officer  
Office of Contracting and Procurement  
441 4<sup>th</sup> St. NW Suite 700S  
Washington, DC 20001  
Telephone: (202) 724-4021

#### 4.6 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

The Contracting Officer is the only person authorized to approve changes in any of the

requirements of the contract resulting from the application.

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

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

#### **4.7 CONTRACT ADMINISTRATOR (CA)**

The (CA) shall be: Ms. Sonia Neblett  
Contract Specialist Suite 700 South  
441 4<sup>th</sup> Street N.W.  
Washington, DC 20001

*The agency (CA) for this contract will be determined at the time of issuance of task or delivery order.*

The (CA) is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the (CA) is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The agency (CA) for this contract will be determined at the time of issuance of task or delivery orders.

#### **4.8 QUICK PAYMENT ACT**

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

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.

##### **4.8.1 Payments to Subcontractors**

The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any

subcontractor under a 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.

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

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

**4.8.3** 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.

**4.8.4** 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.

#### **4.8.5 FLOW DOWN REQUIREMENT FOR SUBCONTRACTS**

**4.8.5.1** The Contractor shall include in each subcontract a provision that requires the subcontractor to include in its contract with any subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of DC Official Code § 2-221.02 (d).

### **4.9 WAY TO WORK AMENDMENT ACT OF 2006**

**4.9.1** Except as described in 6.9.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 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.

**4.9.2** 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](http://www.ocp.dc.gov).

- 4.9.3 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.
- 4.9.4 The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- 4.9.5 The Contractor shall provide a copy of the Fact Sheet attached as Attachment E to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as Attachment D 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.
- 4.9.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- 4.9.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- 4.9.8 The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
  - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
  - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
  - (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
  - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
  - (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
  - (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
  - (8) Employees of nonprofit organizations that employ not more than 50

individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));

(9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and Safety Net Administration or the Medicaid Assistance Administration to provide health services.

- 4.9.9** The Mayor may exempt a Contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

## SECTION 5

### ORDER OF PRECEDENCE

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

1. Contract Number: CW43280
2. District of Columbia Supply Schedule Terms and Conditions, February 2010
3. Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, July, 2010

#### **Attachments**

**The following attachments are incorporated into the contract.**

1. DCSS Supplier Price Schedule – Attachment A
2. Wage Determination 2015-4282 Rev. No. 3 Dated 04/08/2016, Attachment B

**The following lists of attachments are incorporated into the contract by reference.**

4. Living Wage Act of Notice 2015, effective January 1, 2016
5. Living Wage Act of Fact Sheet, effective January 1, 2016
- 6.

## SECTION 6

### REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF APPLICANTS

#### 6.1 BUY AMERICAN CERTIFICATION

The applicant hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in General Provisions 23 of the Standard Contract Provisions, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

<u>USA</u>	<u>N/A</u>
COUNTRY OF ORIGIN	EXCLUDED END PRODUCTS

#### 6.2 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each applicant shall check one of the following:

  X   No person listed in Clause 13 of the Standard Contract Provisions will benefit from this contract.

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

\_\_\_\_\_  
\_\_\_\_\_

#### 6.3 TYPE OF BUSINESS ORGANIZATION

The applicant, by checking the applicable box, represents that

(a) It operates as:

  X   a corporation incorporated under the laws of the District of Columbia  
    an individual,  
    a partnership,  
    a nonprofit organization, or  
    a joint venture; or

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

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

#### 6.4 AUTHORIZED NEGOTIATORS

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

**Names:** Mo Sabhani  
**Titles:** President  
**Telephone:** 202-232-6363

#### 6.5 WALSH-HEALEY ACT

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

- (a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR 50-201.3) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2) (41 U.S.C.40). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (29 U.S.C. 214).

## SECTION 7

### CONFIRMATION AND AGREEMENT

7.1 The Contractor agrees to comply with all terms and conditions set forth herein.

## Attachment A- Price Letter/Price Schedule

FSS NET IN UOM	PRODUCT NO.	PRICE/UOM	PRODUCT DESCRIPTION	QTY/UOM
A-4(b) Box	WCD-22	\$ 29.65	2" x 2"	10
A-4(b) Box	WCD-44	\$ 105.53	4" x 5"	10
A-4(b) Box	WCD-412	\$ 334.17	4" x 12"	10
A-4(b) Box	WCD-1012	\$ 347.24	10" x 12"	5
A-4(b)	WCD-466	\$ 139.30	4" x 66"	1 EA

**Silverlon™ Wound Packing Strips**

FSS NET IN UOM	PRODUCT NO.	PRICE/UOM	PRODUCT DESCRIPTION	QTY/UOM
A-4(b) Box	WPS-112	\$ 35.73	1" x 12"	5
A-4(b) Box	WPS-124	\$ 71.11	1" x 24"	5

**Silverlon™ Adhesive Strips**

FSS NET IN UOM	PRODUCT NO.	PRICE/UOM	PRODUCT DESCRIPTION	QTY/UOM
A-1 Box	AS-6001	\$ 74.62	1" x 3"	150

**Silverlon™ Negative Pressure Dressings**

FSS NET IN UOM	PRODUCT NO.	PRICE/UOM	PRODUCT DESCRIPTION	QTY/UOM
A-4(b) Box	NPD-22	\$ 40.20	2" x 2"	10
A-4(b) Box	NPD-45	\$ 159.55	4" x 5"	10
A-4(b) Box	NPD-58	\$ 159.55	5" x 8"	5
A-4(b) Box	NPD-512	\$ 239.40	5" x 12"	5
A-4(b)	NPD-1212	\$ 115.13	12" x 12"	1
A-4(b)	NPG-L	\$ 46.23	Large Glove	1

**Silverlon™ Island Wound Dressings**

FSS NET IN UOM	PRODUCT NO.	PRICE/UOM	PRODUCT DESCRIPTION	QTY/UOM
A-1 Box	ID-23	\$ 17.59	2" x 3" (1" x 2" pad)	5
A-1 Box	ID-34	\$ 23.87	3" x 4" (2" x 2.5" pad)	5
A-1 Box	ID-44	\$ 22.61	4" x 4" (2" x 2" pad)	5
A-1 Box	ID-46	\$ 64.57	4" x 6" (2" x 4" pad)	5
A-1 Box	ID-66	\$ 74.37	6" x 6" (4" x 4.25" pad)	5
A-1 Box	ID-410	\$ 129.30	4" x 10" (2" x 8" pad)	5
A-1 Box	ID-412	\$ 150.85	4" x 12" (2" x 10" pad)	5
A-1 Box	ID-414	\$ 215.63	4" x 14" (2" x 12" pad)	5

**Silverlon™ Wound Pad Dressings**

FSS NET IN UOM	PRODUCT NO.	PRICE/UOM	PRODUCT DESCRIPTION	QTY/UOM
A-2(b) Box	WPD-22	\$ 17.59	2" x 2"	5
A-2(b) Box	WPD-23	\$ 25.13	2" x 3"	5
A-2(b) Box	WPD-44	\$ 68.94	4" x 4.25"	5
A-2(b) Box	WPD-26	\$ 60.30	2" x 6"	5
A-2(b) Box	WPD-28	\$ 77.64	2" x 8"	5
A-2(b) Box	WPD-210	\$ 99.20	2" x 10"	5
A-2(b) Box	WPD-212	\$ 107.79	2" x 12"	5
A-2(b) Box	WPD-38	\$ 107.79	3" x 8"	5
A-2(b) Box	WPD-310	\$ 150.90	3" x 10"	5
A-2(b) Box	WPD-316	\$ 215.63	3" x 16"	5

**Silverlon™ Elastic Burn Wraps**

FSS NET IN UOM	PRODUCT NO.	PRICE/UOM	PRODUCT DESCRIPTION	QTY/UOM
A-3(b) EA	BWD-466	\$ 152.21	4" x 66"	1
A-3(b) EA	BWD-6108	\$ 284.77	6" x 108"	1

### Silverlon™ Burn Contact Dressings

FSS NET IN UOM	PRODUCT NO.	PRICE/UOM	PRODUCT DESCRIPTION	QTY/UOM
A-4(b) Box	BCD-44	\$ 72.86	4" x 4"	10
A-4(b) Box	BCD-48	\$ 106.49	4" x 8"	10
A-4(b) Box	BCD-816	\$ 193.62	8" x 16"	5
A-4(b) EA	BCD-1616	\$ 71.36	16" x 16"	1
A-4(b) EA	BCD-2424	\$ 178.29	24" x 24"	1
A-4(b) EA	BCD-CDM	\$ 273.62	26" x 25.5" (Medium Torso)	1
A-4(b) EA	BCD-CDL	\$ 292.00	30" x 25.5" (Large Torso)	1

### Silverlon™ Acute Burn Gloves

FSS NET IN UOM	PRODUCT NO.	PRICE/UOM	PRODUCT DESCRIPTION	QTY/UOM
A-3(b) EA	ABG-01XS	\$ 71.26	X-Small	1
A-3(b) EA	ABG-01S	\$ 71.26	Small	1
A-3(b) EA	ABG-01M	\$ 80.05	Medium	1
A-3(b) EA	ABG-01L	\$ 89.05	Large	1
A-3(b) EA	ABG-01XL	\$ 97.99	X-Large	1
A-3(b) EA	ABG-01XXL	\$ 102.86	XX-Large	1

### Silverlon™ Digit Sleeve Dressings

FSS NET IN UOM	PRODUCT NO.	PRICE/UOM	PRODUCT DESCRIPTION	QTY/UOM
A-4(b) Box	DS-112	\$ 44.52	1 1/2" x 12" (Tapered)	5

### Silverlon™ Calcium Alginate Dressings

FSS NET IN UOM	PRODUCT NO.	PRICE/UOM	PRODUCT DESCRIPTION	QTY/UOM
A-4(b) Box	CA-22	\$ 19.15	2" x 2"	10
A-4(b) Box	CA-475	\$ 69.35	4" x 4.75"	10
A-4(b) Box	CA-48	\$ 55.93	4" x 8"	5
A-4(b) Box	CA-812	\$ 154.22	8" x 12"	5
A-4(b) Box	CA-7512	\$ 29.05	3/4" x 12"	5



safe, strong, simple™

## Attachment B

### Wage Determination

## **“THE LIVING WAGE ACT OF 2006”**

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

Recipients of new contracts or government assistance shall pay affiliated employees and subcontractors who perform services under the contracts no less than the current living wage.

**Effective January 1, 2016, the living wage rate is \$13.85.**

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

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

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

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

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

**Certain exceptions apply** where contracts are subject to higher wage level determinations required by federal law; contracts delivered by regulated utility; contracts for services needed immediately to prevent or respond to a disaster or imminent threat to the public health or safety declared by the Mayor; contracts awarded to recipients that provide trainees with additional services provided the trainee does not replace employees; tenants or retail establishments that occupy property constructed or improved by government assistance, provided there is no receipt of direct District government assistance; Medicaid provider agreements for direct care services to Medicaid recipients, however, a home care agency, a community residential facility or a group home for persons with intellectual disabilities shall not be required to pay a living wage until implementing regulations are published in the D.C. Register and any necessary state plan amendments are approved; and contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

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

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

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

For the complete text of the Living Wage Act of 2006 go to D.C. Official Code §§ 2-220.01-.11

To file a claim, visit: Department of Employment Services , Office of Wage-Hour, 4058 Minnesota Avenue, NE, Fourth Floor, Washington, D.C. 20019; call: (202) 671-1880; or file your claim on-line: [does.dc.gov](http://does.dc.gov). Go to “File a Claim” tab.

WD 15-4282 (Rev.-3) was first posted on www.wdol.gov on 04/19/2016

\*\*\*\*\*

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
---	--	--

Daniel W. Simms Director	Division of Wage Determinations		Wage Determination No.: 2015-4282 Revision No.: 3 Date Of Revision: 04/08/2016
-----------------------------	------------------------------------	--	--

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016, applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

States: District of Columbia, Maryland, Virginia

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

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.59
01012 - Accounting Clerk II		18.61
01013 - Accounting Clerk III		22.30
01020 - Administrative Assistant		31.41
01035 - Court Reporter		21.84
01041 - Customer Service Representative I		14.40
01042 - Customer Service Representative II		16.18
01043 - Customer Service Representative III		17.66
01051 - Data Entry Operator I		14.71
01052 - Data Entry Operator II		16.05
01060 - Dispatcher, Motor Vehicle		18.42
01070 - Document Preparation Clerk		14.70
01090 - Duplicating Machine Operator		14.70
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		14.98
01191 - Order Clerk I		15.12
01192 - Order Clerk II		16.50
01261 - Personnel Assistant (Employment) I		18.15
01262 - Personnel Assistant (Employment) II		20.32
01263 - Personnel Assistant (Employment) III		22.65
01270 - Production Control Clerk		24.23
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		18.07

01311 - Secretary I	18.07
01312 - Secretary II	20.18
01313 - Secretary III	25.29
01320 - Service Order Dispatcher	16.98
01410 - Supply Technician	31.41
01420 - Survey Worker	20.03
01460 - Switchboard Operator/Receptionist	14.43
01531 - Travel Clerk I	13.46
01532 - Travel Clerk II	14.46
01533 - Travel Clerk III	15.53
01611 - Word Processor I	15.63
01612 - Word Processor II	17.67
01613 - Word Processor III	19.95
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	27.70
05010 - Automotive Electrician	23.51
05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.14
07041 - Cook I	13.81
07042 - Cook II	16.06
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.66
07210 - Meat Cutter	19.19
07260 - Waiter/Waitress	9.70
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.54
11060 - Elevator Operator	11.59
11090 - Gardener	17.52
11122 - Housekeeping Aide	12.23
11150 - Janitor	12.23
11210 - Laborer, Grounds Maintenance	13.07
11240 - Maid or Houseman	11.40
11260 - Pruner	11.58
11270 - Tractor Operator	16.04
11330 - Trail Maintenance Worker	13.07
11360 - Window Cleaner	13.80
12000 - Health Occupations	
12010 - Ambulance Driver	21.63
12011 - Breath Alcohol Technician	21.35
12012 - Certified Occupational Therapist Assistant	25.42

14071 - Computer Programmer I	(see 1)	26.36
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.92
14160 - Personal Computer Support Technician		26.22
14170 - System Support Specialist		36.86
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		36.47
15020 - Aircrew Training Devices Instructor (Rated)		44.06
15030 - Air Crew Training Devices Instructor (Pilot)		52.81
15050 - Computer Based Training Specialist / Instructor		36.47
15060 - Educational Technologist		35.31
15070 - Flight Instructor (Pilot)		52.81
15080 - Graphic Artist		29.48
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		48.72
15086 - Maintenance Test Pilot, Rotary Wing		48.72
15088 - Non-Maintenance Test/Co-Pilot		48.72
15090 - Technical Instructor		27.59
15095 - Technical Instructor/Course Developer		33.74
15110 - Test Proctor		22.22
15120 - Tutor		22.22
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.37
16030 - Counter Attendant		10.37
16040 - Dry Cleaner		13.33
16070 - Finisher, Flatwork, Machine		10.37
16090 - Presser, Hand		10.37
16110 - Presser, Machine, Drycleaning		10.37
16130 - Presser, Machine, Shirts		10.37
16160 - Presser, Machine, Wearing Apparel, Laundry		10.37
16190 - Sewing Machine Operator		14.28
16220 - Tailor		15.13
16250 - Washer, Machine		11.37
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		23.25
19040 - Tool And Die Maker		25.72
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		18.02
21030 - Material Coordinator		24.23
21040 - Material Expediter		24.23
21050 - Material Handling Laborer		13.83
21071 - Order Filler		15.09
21080 - Production Line Worker (Food Processing)		18.02
21110 - Shipping Packer		16.20
21130 - Shipping/Receiving Clerk		16.20
21140 - Store Worker I		11.96
21150 - Stock Clerk		17.21
21210 - Tools And Parts Attendant		18.02
21410 - Warehouse Specialist		18.02
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		29.93
23019 - Aircraft Logs and Records Technician		21.74
23021 - Aircraft Mechanic I		28.41
23022 - Aircraft Mechanic II		29.93
23023 - Aircraft Mechanic III		31.38
23040 - Aircraft Mechanic Helper		19.29

23050 - Aircraft, Painter	27.20
23060 - Aircraft Servicer	21.74
23070 - Aircraft Survival Flight Equipment Technician	27.20
23080 - Aircraft Worker	23.11
23091 - Aircrew Life Support Equipment (ALSE) Mechanic: I	23.11
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.41
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	28.62
23130 - Carpenter, Maintenance	21.66
23140 - Carpet Layer	20.49
23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	27.43
23182 - Electronics Technician Maintenance II	29.12
23183 - Electronics Technician Maintenance III	30.68
23260 - Fabric Worker	21.04
23290 - Fire Alarm System Mechanic	22.91
23310 - Fire Extinguisher Repairer	19.38
23311 - Fuel Distribution System Mechanic	25.09
23312 - Fuel Distribution System Operator	21.32
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	28.41
23381 - Ground Support Equipment Servicer	21.74
23382 - Ground Support Equipment Worker	23.11
23391 - Gunsmith I	19.38
23392 - Gunsmith II	22.54
23393 - Gunsmith III	25.20
23410 - Heating, Ventilation And Air-Conditioning Mechanic	26.28
23411 - Heating, Ventilation And Air Contdconditioning Mechanic (Research Facility)	27.69
23430 - Heavy Equipment Mechanic	24.16
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	24.85
23465 - Laboratory/Shelter Mechanic	23.93
23470 - Laborer	14.98
23510 - Locksmith	23.21
23530 - Machinery Maintenance Mechanic	25.43
23550 - Machinist, Maintenance	24.69
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	24.85
23592 - Metrology Technician II	26.18
23593 - Metrology Technician III	27.46
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	25.89
23810 - Plumber, Maintenance	24.52
23820 - Pneudraulic Systems Mechanic	25.20
23850 - Rigger	25.20
23870 - Scale Mechanic	22.54
23890 - Sheet-Metal Worker, Maintenance	22.91
23910 - Small Engine Mechanic	20.49
23931 - Telecommunications Mechanic I	29.95
23932 - Telecommunications Mechanic II	31.55
23950 - Telephone Lineman	30.15
23960 - Welder, Combination, Maintenance	22.91
23965 - Well Driller	22.91

23970 - Woodcraft Worker	25.20
23980 - Woodworker	19.38
24000 - Personal Needs Occupations	
24550 - Case Manager	17.64
24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.86
24620 - Family Readiness And Support Services Coordinator	17.64
24630 - Homemaker	18.43
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	30.03
25040 - Sewage Plant Operator	22.92
25070 - Stationary Engineer	30.03
25190 - Ventilation Equipment Tender	21.44
25210 - Water Treatment Plant Operator	22.92
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.91
27007 - Baggage Inspector	13.98
27008 - Corrections Officer	25.08
27010 - Court Security Officer	26.37
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	25.08
27070 - Firefighter	26.52
27101 - Guard I	13.98
27102 - Guard II	20.57
27131 - Police Officer I	28.19
27132 - Police Officer II	31.32
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Worker	9.24
28210 - Gate Attendant/Gate Tender	14.31
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	16.02
28510 - Recreation Aide/Health Facility Attendant	11.68
28515 - Recreation Specialist	19.84
28630 - Sports Official	12.75
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	25.44
29020 - Hatch Tender	25.44
29030 - Line Handler	25.44
29041 - Stevedore I	23.44
29042 - Stevedore II	26.66
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.38
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	30.16
30021 - Archeological Technician I	20.19
30022 - Archeological Technician II	22.60
30023 - Archeological Technician III	27.98
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	26.41
30051 - Cryogenic Technician I	24.48
30052 - Cryogenic Technician II	27.04
30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.60
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	31.00

30081	- Engineering Technician I	22.92
30082	- Engineering Technician II	25.72
30083	- Engineering Technician III	28.79
30084	- Engineering Technician IV	35.64
30085	- Engineering Technician V	43.61
30086	- Engineering Technician VI	52.76
30090	- Environmental Technician	27.41
30095	- Evidence Control Specialist	22.10
30210	- Laboratory Technician	23.38
30221	- Latent Fingerprint Technician I	31.51
30222	- Latent Fingerprint Technician II	34.81
30240	- Mathematical Technician	28.94
30361	- Paralegal/Legal Assistant I	21.36
30362	- Paralegal/Legal Assistant II	26.47
30363	- Paralegal/Legal Assistant III	32.36
30364	- Paralegal/Legal Assistant IV	39.16
30375	- Petroleum Supply Specialist	27.04
30390	- Photo-Optics Technician	27.98
30395	- Radiation Control Technician	27.04
30461	- Technical Writer I	24.12
30462	- Technical Writer II	29.52
30463	- Technical Writer III	35.72
30491	- Unexploded Ordnance (UXO) Technician I	25.24
30492	- Unexploded Ordnance (UXO) Technician II	30.53
30493	- Unexploded Ordnance (UXO) Technician III	36.60
30494	- Unexploded (UXO) Safety Escort	25.24
30495	- Unexploded (UXO) Sweep Personnel	25.24
30501	- Weather Forecaster I	24.48
30502	- Weather Forecaster II	29.77
30620	- Weather Observer, Combined Upper Air Or	(see 2) 25.19
Surface Programs		
30621	- Weather Observer, Senior	(see 2) 27.98
31000	- Transportation/Mobile Equipment Operation Occupations	
31010	- Airplane Pilot	30.53
31020	- Bus Aide	14.32
31030	- Bus Driver	20.85
31043	- Driver Courier	15.38
31260	- Parking and Lot Attendant	10.07
31290	- Shuttle Bus Driver	16.83
31310	- Taxi Driver	13.98
31361	- Truckdriver, Light	16.83
31362	- Truckdriver, Medium	18.28
31363	- Truckdriver, Heavy	19.96
31364	- Truckdriver, Tractor-Trailer	19.96
99000	- Miscellaneous Occupations	
99020	- Cabin Safety Specialist	14.89
99030	- Cashier	10.03
99050	- Desk Clerk	12.08
99095	- Embalmer	25.36
99130	- Flight Follower	25.24
99251	- Laboratory Animal Caretaker I	12.43
99252	- Laboratory Animal Caretaker II	13.59
99260	- Marketing Analyst	33.51
99310	- Mortician	34.10
99410	- Pest Controller	17.69
99510	- Photofinishing Worker	13.20
99710	- Recycling Laborer	19.20
99711	- Recycling Specialist	23.54
99730	- Refuse Collector	17.01
99810	- Sales Clerk	12.09

99820 - School Crossing Guard	14.77
99830 - Survey Party Chief	23.14
99831 - Surveying Aide	14.38
99832 - Surveying Technician	21.99
99840 - Vending Machine Attendant	15.48
99841 - Vending Machine Repairer	19.67
99842 - Vending Machine Repairer Helper	15.48

---

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

**HEALTH & WELFARE:** Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$4.27 per hour computed on the basis of all hours worked by service employees employed on the contract.

**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 4.174)

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 re-grading 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.

\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\*

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

\*\* 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 (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). 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 the 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 U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 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 Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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" should be used to compare job definitions to ensure 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 (See 29 CFR 4.152(c)(1)).

12015 - Certified Physical Therapist Assistant	23.57
12020 - Dental Assistant	17.98
12025 - Dental Hygienist	44.75
12030 - EKG Technician	30.44
12035 - Electroneurodiagnostic Technologist	30.44
12040 - Emergency Medical Technician	21.63
12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	16.36
12130 - Medical Laboratory Technician	18.08
12160 - Medical Record Clerk	18.80
12190 - Medical Record Technician	21.04
12195 - Medical Transcriptionist	20.12
12210 - Nuclear Medicine Technologist	37.60
12221 - Nursing Assistant I	11.74
12222 - Nursing Assistant II	13.19
12223 - Nursing Assistant III	14.40
12224 - Nursing Assistant IV	16.16
12235 - Optical Dispenser	20.17
12236 - Optical Technician	17.38
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	17.18
12305 - Radiologic Technologist	32.31
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II, Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III, Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	23.90
12320 - Substance Abuse Treatment Counselor	27.04
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.37
13012 - Exhibits Specialist II	26.46
13013 - Exhibits Specialist III	32.37
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	36.09
13050 - Library Aide/Clerk	14.86
13054 - Library Information Technology Systems Administrator	32.58
13058 - Library Technician	20.09
13061 - Media Specialist I	20.60
13062 - Media Specialist II	23.05
13063 - Media Specialist III	25.70
13071 - Photographer I	16.65
13072 - Photographer II	18.90
13073 - Photographer III	23.67
13074 - Photographer IV	28.65
13075 - Photographer V	33.76
13090 - Technical Order Library Clerk	18.67
13110 - Video Teleconference Technician	21.25
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05