

AWARD/CONTRACT		1. Caption - CBE Status		Page 1 of 1
2. Contract Number		3. Effective Date		4. Indicative/Program/Package/Project/Target No.
CW46816		See Block 20C.		DCSS-2006-R-920-00
5. Issued By:		Code	6. Administered by (If other than line 5)	
Office of Contracting and Procurement DC Supply Schedule Division 441 - 4 th Street, NW, Suite 700 - South Washington, DC 20001				
7. Name and Address of Contractor (No. street, city, county, state and Zip Code)		8. Delivery		
LC Systems 3100 Connecticut Avenue N.W. Suite 334 Washington, D.C. 20008 Tel#: 202-986-5710		<input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (Indicated in each Task Order) 9. Discount for prompt payment Net 30 days 10. Submit invoices to the Address shown or (If copies unless otherwise specified) Each Task Order/Delivery Order		
DUNS		FEDN		
11. Buy or Make For		Code	12. Payment will be made by	
See Task Order/Delivery Order			As set forth within individual Task or Delivery Order	
13. Reserved for future use		14. Accounting and Appropriation Data INSURANCE CODE: See Task Order/Delivery Order		

11A. Item	15B. Supplies/Services	15C. Qty	15D. Unit	15E. Unit Price	15F. Amount
934-00	Information Technology Equipment & Software			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 July 2010.					
Total Amount of Contract					NTE \$950,008.00 Base Year

16. Table of Contents						
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Contracting Officer will complete item 17 or 18 as applicable:

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return. 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 DCSS-2006-R-920-00 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 commences the contract which consists of the following documents: (a) the Government's solicitation and all terms and conditions therein, (b) your offer, and (c) this award/contract. No further contractual document is necessary.
19A. Name of Contracting Officer: James Webb	19B. Name of Contractor: Mrs. Laurie Collins Principal LC Systems

19B. <i>Laurie Collins</i>	19C. Date Signed: 9-19-16	20B. District of Columbia:	20C. Date Signed: 9-19-16
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SECTION 1

SERVICES OR SUPPLIES 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 Information Technology Equipment and Software. The Contractor shall provide the services and supplies in support of District agencies' Information Technology Equipment and Software functions, which may include studies, analyses and reports documenting developmental, consultative or implementation efforts.

1.2 CONTRACT TYPE

The District's award of this contract shall establish a District wide, multiple awards, Indefinite Delivery/Indefinite Quantity (ID/IQ) type contract. The contract will constitute a District of Columbia Supply Schedule.

This contract will allow District agencies to use this vehicle to acquire a wide variety of services or supplies. The work shall be accomplished in the manner and within the scope and time specified in an individual task Order (TO) for services or Delivery Order (DO) for supplies or equipment.

1.3 SELECTION OF FEDERAL MULTIPLE AWARD CONTRACT

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

Federal Schedule No.: 70

Federal Schedule Contract No.: GS-10F-0047J and GS-35F-351DA

Federal Contract Name: BAE Systems

1.4 REQUIRED CBE INFORMATION

The Contractor's Certified Business Enterprise (CBE) Certification number is LSXR2793022017

1.5 ORDERING LIMITATIONS AND INFORMATION

The services and supplies shall be provided only as authorized by the TO or DO issued in accordance with the Ordering Clause Procedures described in Section 4 of the DCSS Terms and Conditions, Attachment B. The total value of task orders 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 task orders that may be issued. The District may issue task orders 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 \$950,000.00

1.7 NIGP CODE DESIGNATION

The designated NIGP Code for this procurement is:

920-00, Information Technology Equipment and Software

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 Information Technology Equipment and Software 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

- b. providing a written waiver to the Contracting Officer prior to the expiration of the contract.
- c. 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.
- d. 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

1. SCOPE: INFORMATION TECHNOLOGY PRODUCTS

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 services or supplies.

2. TYPE OF PRODUCTS

OFFERED ITEMS: Check the appropriate items in the table below as offered:

Offered?	ITEM
	PURCHASE OF EQUIPMENT: VENDORS OFFERING PURCHASE OF EQUIPMENT ARE REQUIRED TO PROVIDE MAINTENANCE SERVICE AND/OR REPAIR SERVICE AND REPAIR PARTS, IN ACCORDANCE WITH NORMAL INDUSTRY PRACTICES, FOR THE TYPE OF EQUIPMENT OFFERED, FOR THE SCOPE OF THE CONTRACT (i.e., AT A MINIMUM, THE DISTRICT OF COLUMBIA).
	Leasing of Product
	Daily/Short Term Rental
	System Configuration (check applicable items)
	End user computers/desktop computers
	Professional workstations
	Servers
	Laptops/portable/notebook computers
	Large scale computers
	Optical and imaging systems
	Other system configuration equipment not elsewhere classified. Provide specific information: _____ _____
	Input/Output and Storage Devices (check applicable items)
	Printers
	Displays
	Graphics, including video graphics, light pens, digitizers, scanners and touch screens
	Network equipment
	Other communications equipment
	Optical recognition input/output devices

	Storage devices, including magnetic, magnetic tape and optical disk Other input/output and storage devices not elsewhere classified.
	Provide specific information: _____ _____ _____ _____
	IT Support Equipment
	Mini and Micro Computer Control Devices (check applicable items)
	Microcomputer control devices
	Telephone answering and voice messaging systems
	IT Components (Boards)
	Cable, Cord and Wire Assemblies; Communications Equipment (communications equipment cables)
	Fiber Optic Cables
	Fiber Optic Cable Assemblies and Harnesses
	Wire and Cable, Electrical (coaxial cables)
	Telephone and Telegraph Equipment (check applicable items)
	Telephone equipment
	Audio and video teleconferencing equipment
	Communications Security Equipment and Components
	Teletype and Facsimile Equipment
	Radio and Television Communication Equipment, Except Airborne (check applicable items)
	Two-way radio transmitters/receivers/antennas
	Broadcast band radio transmitters/receivers/antennas
	Microwave radio equipment/antennas and waveguides
	Satellite communications equipment
	Radio and Television Communication Equipment, Airborne (airborne radio transmitters/receivers)
	Radio Navigation Equipment, Except Airborne (equipment/antennas)
	Radio Navigation Equipment, Airborne
	Intercommunication and Public Address Systems, Except Airborne (pagers and public address systems (wired and wireless transmission, including background music systems))
	Radar Equipment, Airborne
	Miscellaneous Communication Equipment (check applicable items)
	Special physical, visual, speech and hearing aid equipment. Provide specific information: _____ _____
	Used equipment. Provide specific information: _____ _____

Installation, deinstallation and reinstallation for equipment. **NOTE: INSTALLATION MUST BE INCIDENTAL TO, IN CONJUNCTION WITH AND IN DIRECT SUPPORT OF THE PRODUCTS SOLD ON THIS CONTRACT AND CANNOT BE PURCHASED SEPARATELY. IF THE CONSTRUCTION, ALTERATION OR REPAIR IS SEGREGABLE AND EXCEEDS \$2,000, THEN THE REQUIREMENTS OF THE DAVIS-BACON ACT APPLY.**

MAINTENANCE OF EQUIPMENT

	Maintenance of Equipment, Repair Service and Repair Parts/Spare Parts (check applicable items)
	Maintenance
	Repair service
	Repair parts/spare parts
	Third party maintenance

TERM SOFTWARE LICENSES - Contractors are encouraged to offer Maintenance of Software in conjunction with Term Software Licenses and/or Perpetual Software Licenses.

	IT Software (check applicable items)
	Large Scale Computers
	Operating system software
	Application software
	Electronic commerce (EC) software
	Utility software
	Communications software
	IT Software – continued
	Core financial management software
	Ancillary financial systems software
	Special physical, visual, speech and hearing aid software. Provide specific information: _____
	Microcomputers
	Operating system software
	Application software
	Electronic commerce (EC) software
	Utility software
	Communications software
	Core financial management software
	Ancillary financial systems software
	Special physical, visual, speech and hearing aid software. Provide specific information: _____

PERPETUAL SOFTWARE LICENSES - Contractors are encouraged to offer Maintenance of Software in conjunction with Term Software Licenses and/or Perpetual Software Licenses.

	IT Software (check applicable items)
	Large Scale Computers
	Operating system software
	Application software
	Electronic commerce (EC) software

	Utility software
	Communications software
	Core financial management software
	Ancillary financial systems software
	Special physical, visual, speech and hearing aid software. Provide specific information: _____
	Microcomputers
	Operating system software
	Application software
	Electronic commerce (EC) software
	Utility software
	Communications software
	Core financial management software
	Ancillary financial systems software
	Special physical, visual, speech and hearing aid software. Provide specific information: _____
MAINTENANCE OF SOFTWARE	
	Maintenance of Software

End of Scope

SECTION 3

DELIVERIES OR PERFORMANCE

3.1 CONTRACT TYPE

This DC Supply Schedule contract is an Indefinite Delivery/Indefinite Quantity (ID/IQ) contract. Delivery or performance shall be made as authorized by individual delivery orders (DOs) for supplies and equipment or task orders (TOs) for services.

3.2 TERM OF CONTRACT

The term of the contract shall be for a period of one year from date of award specified on the cover page of the contract.

3.3 OPTION PERIOD

The District may extend the term of this contract by exercising up to four (4), one-year, option periods.

The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

3.4 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.

3.5 DELIVERABLES

The contractor shall submit all deliverables in writing according to the following schedules and as further required by individual task or delivery orders:

NIGP Code	DESCRIPTION OF DELIVERABLE	QUANTITY	DUE DATES	FORMAT/MEDIUM
920	Quarterly Sales Report	2 copies to DCSS Contracting Officer or designee	On or before the 30 th day after the preceding three (3) month fiscal quarter	Hard copy. See DCSS Terms & Conditions , Paragraph 2
920	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

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.

3.6 MAXIMUM CONTRACT CEILING

- a. Pursuant to the District of Columbia Supply Schedule Terms and Conditions (February 2010), Attachment 1, 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 \$950,000.00
- 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.

3.7 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 30th 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 N/A
make payment of this invoice to N/A
(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 4th 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 CONTRACTING ADMINISTRATOR (CA)

The CA shall be:

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 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.

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.

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.

4.9.5 The Contractor shall provide a copy of the Fact Sheet attached as Attachment F to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as Attachment E 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/LIST OF ATTACHMENTS

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: CW46816
2. District of Columbia Supply Schedule Terms and Conditions, February 2010.
3. Standard Contract Provisions for Use with District of Columbia
4. Wage Determination 2015-4282 Rev. No. 3 Dated 04/08/2016
5. Living Wage Act of 2006 Notice
6. Living Wage Act of 2006 Fact Sheet

LIST OF ATTACHMENTS

1. GSA Price Schedule with Pricing Letter, Attachment A

SECTION 6

**REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF APPLICANTS**

6.1 BUY AMERICAN CERTIFICATION

The Contractor 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>N/A</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 Contractor, by checking the applicable box, represents that

- (a) It operates as:
 X a corporation incorporated under the laws of the State of DC
 an individual,
 a partnership
 a nonprofit organization, or
 a joint venture; or

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

Names: Laurie Collins
Titles: Principal
Telephone: (202) 986-5710

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.