

**DISTRICT OF COLUMBIA  
SUPPLY SCHEDULE  
(DCSS)**



**TERMS AND CONDITIONS**

**February 2010**

## 1. SALES DISCOUNTS

The District of Columbia shall receive discounts based on the aggregate purchases made under this agreement. Contractors shall remit, as a discount on sales, one percent (1%) of all sales Purchase Orders (PO), Delivery Orders (DO), Task Orders (TO), and purchase cards transactions to the District of Columbia on a quarterly basis. The amount due shall be paid by check, made payable to the DC Treasurer and delivered with each quarterly sales report to the DCSS Contracting Officer. The check shall cite the award number and include the statement "Discount on DCSS Sales." The check shall reflect a 1% discount of the all sales reported within the quarterly sales report. Failure to comply with this provision may result in suspension or termination of your DCSS contract. Any disputes concerning the amount due to the District of Columbia shall be subject to the Disputes Clause.

## 2. QUARTERLY SALES REPORT

The Contractor shall furnish a quarterly report itemizing the dollar value of all sales under the award during the preceding 3-month period, to include any partial month, by District Agency. The dollar value of a sale is the price invoiced by the Contractor to the customer for products or services received on a DCSS contract, as recorded by the Contractor. The report is due within 30 days following the completion of the reporting period.

The report must include the following information:

- Jurisdiction
- Agency Name
- DCSS Contract Number
- Task or Delivery Order Number
- Order Date
- Total Order Amount for Each Agency
- Total Dollars for the Quarter

The total dollars for the quarter should be a sum of the total dollars per order for all orders. It is NOT the sum of monies invoiced or payment received.

The Task or Delivery Order should only be reported once in the quarter identified by the order date regardless of when the services were performed, products delivered, orders invoiced, or payments received.

A report is required even when there is no activity.

Reports must be submitted by U.S. Mail, along with your aggregate sales discount check to the following address:

DCSS Contracting Officer  
Office of Contracting & Procurement  
441 4<sup>th</sup> St. NW, Suite 700 South  
Washington, DC 20001  
Attention: DCSS Quarterly Report

Or

By email to the following email address:

dcsscontractingofficer@dc.gov

### **3 WARRANTY**

Unless specified otherwise in this award, the Contractor's standard commercial warranty as stated in the adopted federal contract will apply to this award. In addition to the Contractor's standard commercial warranty, the Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this award. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the District for consequential damages resulting from any defect or deficiencies in accepted items. Task or Delivery Orders issued under this contract may further stipulate specific warranties.

### **4. DCSS ORDERING CLAUSE (PROCEDURES)**

- I. District of Columbia agencies for which the Office of Contracting and Procurement solicits, awards, and executes contracts shall initiate procurement actions under the DCSS by placing orders through a Contracting Officer. The Contracting Officer shall place orders under the DCSS by issuing either a Delivery Order (for supplies) or Task Order (for services) to the Contractor. Orders must contain the following minimum information:
  - a. Delivery Orders (DO) for supplies shall contain the following information:
    - i. Description of item(s)
    - ii. Name of Contractor
    - iii. DCSS Contract Number

- iv. DO Number
  - v. Order Date
  - vi. Quantity, unit price, and total price
  - vii. Delivery schedule/destination
  - viii. Point of contact/address/phone number
  - ix. Invoicing information
  - x. Funds certification
- b. Task Orders (TO) for services shall contain the following information:
- i. Description of services to be performed
  - ii. Name of Contractor
  - iii. DCSS Contract Number
  - iv. TO Number
  - v. Order Date
  - vi. Total dollar value of TO (broken down by labor category, labor hour rate and any ancillary supplies required)
  - vii. Location of service need
  - viii. Point of contact/address/phone number
  - ix. Invoicing information
  - x. Funds certification
- c. The Contracting Officer shall use the following process for ordering services or supplies under the DCSS.
- i. The Contracting Officer (or designee), in conjunction with the Contracting Officer's Technical Representative (COTR), shall prepare a detailed specification (for supplies) or a task-oriented or performance-based

Statement of Work (SOW) for services. The SOW shall contain all relevant information necessary for the contractor to submit a price proposal, including, but not limited to:

- location of service or supply requirement;
  - service to be performed or description of supplies needed;
  - required start date of service;
  - required completion date of service;
  - required delivery date for supplies;
  - qualitative and/or quantitative measure by which the contractor's performance will be measured (for services); and
  - date and location the price proposals are due.
- ii. For procurements on behalf of District of Columbia agencies, the Contracting Officer may issue a DO (for supplies) or TO (for services) under the DCSS for an amount of five thousand dollars or less without obtaining competitive quotations from other DCSS contractors..
- iii. In order to promote competition to the maximum extent practicable, and to ensure that the purchase under the DCSS is in the best interest of the District government, considering price and other factors (including the administrative cost of the purchase), the Contracting Officer shall solicit requests for quotations (RFQs) or requests for task order proposals (RFTOPs) as follows:
1. For procurements on behalf of District of Columbia agencies in an amount greater than five thousand dollars (\$5,000) and less than or equal to twenty-five thousand dollars (\$25,000), the Contracting Officer shall obtain at least three (3) oral quotations from DCSS contractors.
  2. For procurements on behalf of District of Columbia agencies in an amount greater than twenty-five thousand dollars (\$25,000) and less than or equal to one hundred thousand dollars (\$100,000) the maximum order amount identified in Clause 5

(Ordering Limitations & Information) below, the Contracting Officer shall obtain at least three (3) written quotations from DCSS contractors; except that, for procurements on behalf of the Metropolitan Police Department and the Office of the Chief Technology Officer in an amount greater than twenty-five thousand dollars (\$25,000) and less than or equal to the maximum order amount identified in Clause 5 (Ordering Limitations & Information) below, the Contracting Officer shall obtain at least three (3) written quotations from other DCSS contractors.

3. The RFQ or RFTOP shall specify the basis for award, if price and price-related factors are not the sole basis for award. The Contracting Officer shall, unless the award is to take into consideration factors other than price or price-related factors, award the DO (for supplies) or the TO (for services) to the contractor providing the lowest priced quotation in response to the RFQ or RFTOP.
- II. District of Columbia agencies that solicit, award, and execute contracts independently of the Office of Contracting and Procurement shall initiate procurement actions under the DCSS by placing orders directly with the Contractor through the agency's chief procurement officer or designated Contracting Officer. The Contractor is obligated to accept orders received from these District of Columbia agencies. The agency's Chief Procurement Officer or designated Contracting Officer shall issue to the contractor either a DO (for supplies) or TO (for services) containing the minimum information and in accordance with the process for ordering services or supplies described above in this Ordering Clause.
  - III. Eligible non-District of Columbia agencies shall initiate procurement actions under the DCSS by placing orders directly with the Contractor in accordance with the Metropolitan Washington Council of Governments Rider Clause (Revised 1/29/10), set forth as Attachment I to the solicitation. The Contractor is obligated to accept orders received from these eligible non-District of Columbia agencies only to the extent the Contractor extended the Contract to designated jurisdictions. Each participating jurisdiction has the option of executing a separate contract with the Contractor. To the extent eligible non-District of Columbia agencies initiate procurement actions under the DCSS, they are encouraged but not required to issue to the Contractor either a DO (for supplies) or TO (for services) containing the minimum information and

using the process for ordering services or supplies described above in this Ordering Clause.

## 5. ORDERING LIMITATIONS & INFORMATION

**MINIMUM ORDER:** The District guarantees the minimum order for each awardee in an amount of ten dollars (\$10.00) for the base year and the four option years.

**MAXIMUM ORDER:** For any task or DO, the maximum order limitation shall be no greater than the maximum contract ceiling amount.

**MAXIMUM CONTRACT CEILING:** The maximum contract ceiling for each schedule varies per year and is outlined below:

No.	Schedule Contract Ceiling	Schedule Contract
1.	\$750,000.00	Printing & Document Management
2.	\$900,000.00	Engineering & Logistics Services
3.	\$400,000.00	Advertising, Novelties, Souvenirs, Promotional & Specialty Products
4.	\$500,000.00	Audit & Financial Management Services
5.	\$500,000.00	Medical Equipment & Supplies
6.	\$500,000.00	Training Services
7.	\$900,000.00	Marketing, Media & Public Information
8.	\$500,000.00	Moving & Logistics Services
9.	\$850,000.00	Security Equipment, Security Services & Emergency Preparedness
10.	\$10 M	Industrial Services
11.	\$900,000.00	Industrial Supplies & Apparel

12.	\$5 M	Furniture & Furniture Management Services
13.	\$5 M	Office Supplies, General
14.	\$10 M	Temporary Support Services
15.	\$10 M	Information Technology Equipment and Software
16.	\$10 M	Mission Oriented Business Integrated Services

The District is not obligated to order any products, goods, commodities or services beyond the stated minimum of this application or any subsequent contracts awarded hereunder. All orders will be placed in accordance with the terms of the award.

The District reserves the right to increase or decrease the maximum ceiling for this application at any time via written modification.

Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause. The Contractor shall furnish to the District, when and if ordered, the supplies or services specified in the award. There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.

Any order issued during the effective period of this award and not completed within that period shall be completed by the Contractor within the time specified in the order. The award shall govern the Contractor's and the District's rights and obligations with respect to that order to the same extent as if the order were completed during the award's effective period.

**6. RESERVED**

**7. PRODUCT REMOVAL AND MODIFICATION**

For contracts to provide supplies, if any supplies delivered to the District require modification, are removed or recalled by the Contractor or manufacturer, or if any required modification, removal or recall is suggested or mandated by a regulatory or official agency, the Contractor shall immediately notify the Director, Office of Contracting and Procurement, District of Columbia Government, 441 4th Street, N.W., Suite 700S, Washington, D.C. 20001, in writing, within five (5) working days of the Contractor's knowledge of recall or modification and provide two copies of the notification which shall include, but not be limited to the following:



- a. Complete item description and/or identification, order numbers from customers, and the award number assigned as a result of an award on this application.
- b. Reasons for modifications, removal or recall.
- c. Necessary instructions for return for credit, replacement or corrective action.
- d. Provide the above information to all agencies as well as to those District of Columbia facilities that have purchased the product or supplies.

## **8. DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the **current** Wage, issued by the U.S. Department of Labor in accordance with the Service Contract Act. The Contractor shall be bound by the wage rates for the term of the Contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer for the option obtains a revised wage determination, that determination is applicable for the option periods; the Contractor may be entitled to an equitable adjustment.

## **9. PUBLICITY**

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

## **10. CONFLICT OF INTEREST**

- a. No official or employee of the District of Columbia or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the Contract or proposed Contract. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Official Code section 2-310.01 and Chapter 18 of the DC Personnel Regulations).
- b. The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder.

The Contractor further covenants not to employ any person having such known interests in the performance of the Contract.

#### **11. FREEDOM OF INFORMATION ACT**

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

#### **12. DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL**

The key personnel specified in the Contract or ensuing TOs are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the Contracting Officer at least thirty calendar days in advance and shall submit justification (including proposed substitutions), in sufficient detail to permit evaluation of the impact upon the Contract. The Contractor shall not reassign these key personnel or appoint replacements, without written permission from the Contracting Officer.

#### **13. APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated March 2007 (Attachment A-Section 7 of the request for application) are incorporated as part of the Contract resulting from this solicitation.

#### **14. CONTRACTS THAT CROSS FISCAL YEARS**

Continuation of this Contract beyond the current fiscal year is contingent upon future fiscal appropriations.

**15. CONFIDENTIALITY OF INFORMATION**

All information obtained by the Contractor relating to any employee or customer of the District shall be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

**16. TIME**

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

**17. RESTRICTION ON DISCLOSURE AND USE OF DATA**

Applicants who include in their application data that they do not want disclosed to the public or used by the District Government except for use in the procurement process shall:

Mark the title page with the following legend:

"This application includes data that shall not be disclosed outside the District Government and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process. If however, a Contract is awarded to this Applicant as a result of or in connection with the submission of this data, the District Government shall have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this data if it is obtained from another source. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets)."

Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this application."

**18. RIGHTS IN DATA**

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

- b. The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.
- c. The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- d. The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- e. All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by the Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, the Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.

- f. The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or award made a part of this Contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or award, such restricted rights shall include, as a minimum the right to:
- (i) Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
  - (ii) Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
  - (iii) Copy computer programs for safekeeping (archives) or backup purposes; and
  - (iv) Modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- g. The restricted rights set forth in Section f. above are of no effect unless:
- (i) The data is marked by the Contractor with the following legend:
 

**RESTRICTED RIGHTS LEGEND**

Use, duplication, or disclosure is subject to restrictions stated in Contract No. \_\_\_\_\_  
with \_\_\_\_\_ (Contractor's Name).
  - (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or award made a part of the Contract prior to the delivery date of the software. Failure of the Contractor to apply a

restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

- h. In addition to the rights granted in Section f. above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section f. above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this Contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this Contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- i. Whenever any data, including computer software, are to be obtained from a subcontractor under this Contract, the Contractor shall use Paragraph 18, Rights in Data in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- j. For all computer software furnished to the District with the rights specified in Section e., the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section e. For all computer software furnished to the District with the restricted rights specified in Section f., the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance award, or if Contractor should be declared bankrupt or insolvent by the court if competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this Contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- k. The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses,
  - (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or

- (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- l. Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- m. Paragraphs f., g., h., k. and l. above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under Contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

## **19. OTHER CONTRACTORS**

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

## **20. FIRST SOURCE EMPLOYMENT AGREEMENT**

- a. The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, sec. 2-219.01 et seq. (“First Source Act”).
- b. The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Attachment G) in which the Contractor shall agree that:
  - i. The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and
  - ii. The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.
- c. The Contractor shall submit to DOES, no later than the 10<sup>th</sup> each month following execution of the Contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the Contract shall include the:
  - i. Number of employees needed;
  - ii. Number of current employees transferred;

- iii. Number of new job openings created;
- iv. Number of job openings listed with DOES;
- v. Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- vi. Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
  - (a) Name;
  - (b) Social Security number;
  - (c) Job title;
  - (d) Hire date;
  - (e) Residence; and
  - (f) Referral source for all new hires.
- d. If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the Contract shall be District residents.
- e. With the submission of the Contractor's final request for payment from the District, the Contractor shall:
  - i. Document in a report to the Contracting Officer its compliance with the section d. of this clause; or
  - ii. Submit a request to the Contracting Officer for a waiver of compliance with section d. and include the following documentation:
    - (a) Material supporting a good faith effort to comply;
    - (b) Referrals provided by DOES and other referral sources;
    - (c) Advertisement of job openings listed with DOES and other referral sources; and
    - (d) Any documentation supporting the waiver request pursuant to section f.



- f. The Contracting Officer may waive the provisions of section d. if the Contracting Officer finds that:
- A good faith effort to comply is demonstrated by the Contractor;
  - i. The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the Contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpepper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
  - ii. The Contractor enters into a special workforce development training or placement arrangement with DOES; or
  - iii. DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the Contract.
- g. Upon receipt of the Contractor's final payment request and related documentation pursuant to sections e. and f., the Contracting Officer shall determine whether the Contractor is in compliance with section d. or whether a waiver of compliance pursuant to section f. is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.
- h. Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section e., or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the Contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section h.
- i. The provisions of sections d. through h. do not apply to nonprofit organizations.

## **21. SUBCONTRACTS**

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract award, which the District shall have the right to review and approve

prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this Contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

**22. RESERVED**

**23. INSURANCE**

A. **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the Contracting Officer. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

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

mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

- B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.
- D. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. NOTIFICATION. The Contractor shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.
- G. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Name of Contracting Officer  
Address of Contracting Officer  
Phone Number/E-mail Address

## **24. EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Attachment E, Section 7 of the application. An award cannot be made to any applicant who has not satisfied the equal employment requirements.

**25. RESERVED**

**26. AUTHORIZED PRICE LIST FROM ADOPTED FEDERAL SCHEDULE**

The Contractor shall prepare, print, and distribute a copy of its authorized price list from the adopted Federal schedule or other Federal award contract, as directed by the Contracting Officer at the time of schedule award, by either:

Using the commercial catalog or price list as accepted by the District of Columbia, showing accepted discounts, and excluding all items, terms, and conditions not accepted by lining out those items or by a stamp across the face of the items stating "NOT UNDER SCHEDULE" or "EXCLUDED" **OR**

Composing a price list in which only those items, terms, and conditions accepted by the District of Columbia are included, and which contain only net prices, based upon the commercial price list less any discounts accepted by the District of Columbia. In this instance, the Contractor must show on the cover page the notation "Prices Shown Herein are Net (discount deducted)." In either instance, the authorized price list from the adopted Federal schedule shall reflect prices that are not greater than the prices set forth under the Federal contract adopted by the applicant and shall include the following information:

- (i) Award number
- (ii) Period of performance
- (iii) Contractor's name, address, and telephone number (include e-mail and fax number)
- (iv) Contract administration source (if different from preceding entry)
- (v) Business size and makeup (i.e. small, large, local, disadvantage, enterprise zone)

Within 30 days following notification of Contract award, notification of price increase, or price reduction, the Contractor shall provide to the Contracting Officer such price lists on a searchable electronic medium such as diskette, CD-ROM or zip drive compatible with 2007 MicroSoft Windows XP Professional, to include Word, Excel or Access.

**27. RESERVED**

**28. CONTRACTOR WEB SITES**

Contractors with web sites listing their DCSS products, services and prices must also include DCSS contract provisions, ordering procedures, contract exclusions, and reference to the adopted contract.

**29. LIMITATION OF SCHEDULE CONTRACTORS**

The District government reserves the right to limit the number of awardees for a given multiple award schedule. Such limitations shall be stated in the Award Section of the Application.

**30. ECONOMIC PRICE ADJUSTMENT**

For contracts to provide supplies, price adjustments include price increases and price decreases. Adjustments will be considered as follows:

- a. Contractors shall submit price decreases anytime during the Contract period in which they occur. Price increases shall be granted only when the price offered to the District is based on the Contractor's published commercial price list, and the prices offered to the District are at or below those offered to the Contractor's most favored customers. Any change in the Contractor's commercial pricing or discount arrangement applicable to the Contractor's most favored customer which disturbs this relationship shall constitute a price reduction.
  - i. During the Contract period, the Contractor shall report to the Contracting Officer all price reductions to the customer (or category of customers) that were the basis of award. The Contractor's report shall include an explanation of the conditions under which the reductions were made.
  - ii. A price reduction shall apply to purchases under this Contract if, after the date of schedule award, the Contractor revises the commercial catalog, price list, schedule or other document upon which the award was predicated. The Contractor shall offer the price reduction to the District with the same effective date, and for the same time period, as extended to the commercial customer (or category of customers).
  - iii. The Contractor may offer the Contracting Officer a voluntary District-wide price reduction at any time during the Contract period.
  - iv. The Contractor shall notify the Contracting Officer of any price

reduction subject to this clause as soon as possible, but not later than 15 calendar days after its effective date.

- v. The Contract will be modified to reflect any price reduction which becomes applicable in accordance with this clause.
- vi. The Contractor shall notify the Contracting Officer of all price reductions to assure that the District is offered the reduced price(s) in the same time frame as the Contractor's best commercial customer (or category of customers) by the following means:
  - (a) Electronic mail transmittal summarizing the said price reduction(s) specifying only the line item changes with the Product Identification Number (PIN), description and the Contractor's old and new price lists with effective date.
  - (b) The Contractor shall follow up on the electronic mail transmittal by submitting a hard copy of the transmitted notification duly signed by authorized Contractor's representative and a diskette, CD-ROM, or zip drive (in accordance with the "DCSS Instructions for Submission of Catalog Data" which is posted on the District of Columbia web site address at [www.ocp.dc.gov](http://www.ocp.dc.gov)) containing the Contractor's catalog with only line item changes clearly marked. The diskette shall be complete, correct, readable, virus-free and be compatible with Microsoft Excel 2007.
  - (c) Hard copy addendum of the Contractor's catalog of the reduced prices shall be distributed within ten (10) days after acceptance. The Contracting Officer will update the DCSS within 5-7 workdays of receipt of the Contractor's notice of a price reduction.

### **31. REJECTED GOODS**

For contracts to provide supplies, within 48 hours of notification of rejection of goods, the Contractor shall either pick up the rejected goods, or notify the District with disposition instructions at no cost to the District.

If the Contractor fails to perform either of the above actions, the District may either dispose of the rejected item(s) without further notice, or return the rejected item(s) to the Contractor's address at their risk and expense.

### **32. F.O.B. DESTINATION AND DELIVERY OF MATERIALS**

As used in contracts to provide supplies, F.O.B. means freight on board. Title shall pass to the District at the specified delivery point.

The Contractor, at no additional cost, shall make in-house delivery of materials. With each delivery, the Contractor shall be required to prepare an itemized packing list. The packing list shall specify the itemized list of materials being delivered and will require the designated representative signature for verification of receipt. Each packing list shall include the agreement number and DO number. Deliveries are expected to be within the District and surrounding metropolitan area. The District will provide all delivery, destination, and point of contact information on each Delivery Order.

### **33. DEALERS OR SUPPLIERS**

For contracts to provide supplies, if the Applicant is other than the manufacturer, the Applicant must submit prior to award of an agreement, either:

- A letter of commitment from the manufacturer which will assure the Applicant of a source of supply sufficient to satisfy the District's requirements for the Contract period, OR
- Evidence that the Applicant will have an uninterrupted source of supply from the manufacturer to satisfy the District's requirements for the Contract period.

### **34. ENVIRONMENTALLY PREFERABLE PRODUCTS (EPP)**

The District of Columbia recognizes the positive impact that it can make on the environment and human health through the procurement decisions it makes. Mayoral Order 2009-60 requires government purchasers to maximize implementation of Environmentally Preferable Product standards to the maximum extent practicable. The purpose of the Mayor's EPP Directive is to make the District of Columbia government a model of environmental responsibility to other jurisdictions and its citizens, strengthen markets for recyclable materials, and minimize the environmental and health impacts associated with products during their use and disposal in a cost-effective manner. It is the goal of the District to purchase products and services that:

- Maximize post-consumer and overall recycled content
- Minimize waste

- Conserve energy or water
- Reduce the amounts of toxics disposed or consumed
- Are reusable or recyclable
- Minimize Greenhouse gases

In general, environmentally preferable products and services are those that would have a reduced effect on human health and the environment when compared with competing products and services. More specifically, this comparison would include consideration of a product's raw materials, energy use, water use, manufacturing, packaging, operation, maintenance and disposal, including potential for reuse or ability to be recycled.

In achieving this goal the District has identified a set of standards that, when applied, allow relevant products to be identified as "Green." The District encourages vendors to provide products that adhere to the following minimum EPP standards:

**Recycled Content:**

- **Environmental Protection Agency Comprehensive Procurement Guidelines (EPA CPG):** Any goods for which the EPA has adopted recovered and post-consumer recycled content standards. The vendor shall provide a description of the product and the levels of total recycled material and post-consumer recycled material with any relevant product. Included in this standard are any remanufactured toner cartridges. To view the EPA CPG Standards please see attachment.
- **Energy Conservation:** The District shall consider any energy-using products purchased or leased, including printers, computers, copiers, and large appliances with an Energy Star Label, a "Green" product. To view energy-star certified products go to [www.energystar.gov](http://www.energystar.gov).
- **District-Designated Standards:** Any product that meets standards identified on the OCP website shall be considered "Green." To see product standards for paint, janitorial supplies, or solvents go to <http://www.ocp.dc.gov/ocp/cwp/view,a,1296,q,576474,ocpNav,|32644|.asp>.
- **Third-Party Certified Products:** The District government is also committed to using other environmentally friendly products that do not negatively impact our environment. The following Third-party Certifying entities that the District recognizes as Green include:
  - *Green Seal* is a non-profit organization devoted to environmental standard setting, product certification, and public education. Go to [www.Greenseal.org](http://www.Greenseal.org) to find available certified products.



- *Environmental Choice* is Canada's environmental product certification program. It has issued standards for over 300 product categories (such as flooring, paint, electricity, cleaners, office equipment, and paper products), many of which are sold in California. Go to <http://www.terrachoice-certified.com/en/>

If a product is certified by an entity not listed above, please contact the Office of Contracting and Procurement to ascertain its status as a Green Product identifier.

### **35. EFFECTIVE DATE OF CONTRACT**

The effective date of the Contract shall begin on the date of the award, as denoted in block 24 of the Solicitation, Application and Award Form. After the effective date, a short phase-in period may be needed to allow the District to convert to this Schedule. The Contractors shall ensure that sufficient inventory is available to dispatch shipments from the distribution facilities to authorized ordering agencies beginning shortly after the effective date of the Contract.