

SOLICITATION, OFFER, AND AWARD			Various DVD and CD Media for DC Public Libraries		Page of Pages 1 56	
2. Contract Number	3. Solicitation Number DCCE-2007-B-0009	4. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency	5. Date Issued 3/16/2007	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside		
7. Issued By: Office of Contracting and Procurement Group III 441 4th Street, NW, Suite 700 South Washington, DC 20001			8. Address Offer to: Office of Contracting and Procurement 441 4th Street, NW, Suite 703 South, Bid Counter Washington, DC 20001			

NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 441 4th Street, NW, Suite 703S, Bid Counter, Washington, DC until 2:00 p.m. local time 30-Mar-07
(Hour) (Date)

CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.

10. For Information Contact	A. Name Beverly Holloway	B. Telephone (Area Code) 202 (Number) 724-4025 (Ext)	C. E-mail Address beverly.holloway@dc.gov
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OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 90 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

13. Discount for Prompt Payment 10 Calendar days % 20 Calendar days % 30 Calendar days % _____ Calendar days %

14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number	Date	Amendment Number	Date

15A. Name and Address of Offeror		16. Name and Title of Person Authorized to Sign Offer/Contract	
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15B. Telephone (Area Code) (Number) (Ext)	15 C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>	17. Signature	18. Offer Date
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AWARD (TO BE COMPLETED BY GOVERNMENT)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation	

22. Name of Contracting Officer (Type or Print)	23. Signature of Contracting Officer (District of Columbia)	24. Award Date
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SECTION B
SUPPLIES OR SERVICES AND PRICES

- B.1** The Government of the District of Columbia , Office of Contracting and Procurement on behalf of the D.C. Public Library is seeking a Contractor to provide Non-Print Media in the format of DVDs, and CDs for Adults, Young Adults and Juveniles. The period of performance shall be from date of award through September 30, 2007 which includes the base year with a two year option.
- B.2** The contract will be a requirements type contract with payments based on fixed-unit prices.
- B.2.1** The District will purchase its requirements of the articles or services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. They shall not be construed to limit the quantities that may be ordered from the Contractor by the District or to relieve the Contractor of its obligation to fill all such orders.
- B.2.2** Delivery or performance shall be made only as authorized in accordance with the Ordering clause. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the District may acquire the urgently-required goods or services from another source.
- B.2.3** Any order issued during the effective period of the contract and not completed within the effective period of the contract shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

Non Print Media DVDs and CDs
for Adult Young Adults and Juveniles
for the D. C. Public

**B.3 OPEN MARKET SOLICITATION WITH SUBCONTRACTING
SET ASIDE FOR SMALL BUSINESS ENTERPRISES**

N/A

B.4 PRICE SCHEDULE

The Contractor shall provide a fixed price, as applicable for each of the Contract Line Item Number (CLINS) set forth in Section B4.

Non Print Media DVDs and CDs
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for the D. C. Public

B.4.1 PRICE SCHEDULE

Contract Line Item No. (CLIN)	Item Description Non-Print Media DVDs and CDs	Estimated Amount	List Price	Discount from List Price	Net Price Less Discount
0001	Music CDs: Young Adult Entertainment	\$100,000.00	\$_____	_____%	\$_____
0002	DVDs: Juvenile Entertainment	90,000.00	\$_____	_____%	\$_____
0003	DVDs: Adult Entertainment	80,000.00	\$_____	_____%	\$_____
0004	Music CDs: Juvenile Entertainment	64,336.00	\$_____	_____%	\$_____
	SERVICES	Estimated Quantity	Unit	Price	
0005	Kwik Case (Single DVD)	10,000	Each		
0006	Kwik Case (Double DVDs)	10,000	Each		
0007	Kwik Case (Single CD)	10,000	Each		
0008	Kwik Case (Double DVDs)	10,000	Each		
0009	DVD Disc Case (plastic case for packaged DVD)p	10,000	Each		
0010	Attach Barcode	10,000	Each		
0011	Attach Donut Shaped Property Label	10,000	Each		
0012	Attach Book Drop Label	10,000	Each		
0013	Attach Date Due Label	10,000	Each		
0014	Attach Address Label	10,000	Each		
0015	Bibliographic Records	10,000	Each		
		Sub-Total:			

*** Pre -Discount value of Non-Print Media** **GRAND TOTAL:** _____

TOTAL FOR NON-PRINT MEDIA NOT REQUIRED

***PRE-DISCOUNT VALUE OF BOOKS**

***AT THE TIME OF ORDERING CONTRACTOR SHALL PROVIDE CONFIRMATION OF THE ORDER INCLUDING LIST AND NET PRICES.**

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

C.1.1 The Government of the District of Columbia, Office of Contracting and Procurement on behalf of the D.C. Public Library is seeking a Contractor to provide Non-Print Media in the format of DVDs, and CDs for Adults, Young Adults and Juveniles. The period of performance shall be from date of award through September 30, 2007

C.2 BACKGROUND

C.2.1 The Library has a history of requesting bids from major vendors for its books and non-materials contract. However, it recognizes that there are a limited number of contractors that can accommodate the volume of titles and services requested. Rather than contract with multiple vendors, the Library has historically selected one contractor that is capable of providing the books and services to meet customer needs and demands in an efficient and timely manner.

C.3 DEFINITIONS

- C.3.1** AACR2 - Anglo American Cataloging Rules, 2nd edition is a standardized procedure for cataloging
- C.3.2** Access Points - A searchable element within the bibliographic record
- C.3.3** Broad customer base - District of Columbia, suburbs and any customer seeking information
- C.3.4** Call number - The call number shall consist of two or three parts, which are 1) Dewey Decimal Classification, 2) Cutter and 3) work letter(s), if needed
- C.3.5** Cutter - The second part of the call number begins with a letter and indicates where a book shall be shelved within a specific classification number. The letter and number used in the cutter are based on last name of author or Title
- C.3.6** Dewey Decimal Classification – A scheme for placing books according to subject matter

**Non Print Media DVDs and CDs
for Adult Young Adults and Juveniles
for the D. C. Public**

C.3 DEFINITIONS (Continued)

- C.3.7 Divisional Designations – Codes which use letters to indicate the location where materials are housed in the library
- C.3.8 Flex Binding - Reinforcement of cover and binding on paperback books
- C.3.9 Genre – Specific category of fiction
- C.3.10 Heading – The “official” uniform mode of representing the name of a person, corporate body, geographic area, title of a work, or subject
- C.3.11 List Price - Book prices carrying no discount
- C.3.12 MARC (Machine Readable Cataloging) – A format developed by the Library of Congress to able cataloging records to be utilized by computers
- C.3.13 Match points – Elements of comparison between material to be catalogued and a bibliographic record
- C.3.14 Materials - Non-print media
- C.3.15 Monographic Series – A group of separate items related to one another by the fact that each item bears, in addition to its own title proper, a collective title applying the group as a whole
- C.3.16 Monographs - A non-serial item (i.e., an item either completed in one part or intended to be completed, in a finite number of separate part.
- C.3.17 Mylar Jackets – A plastic cover that is folded over a book jacket to protect the illustrations and enhance durability and is attached with tape
- C.3.18 Net price - Discounted price set by the publisher
- C.3.19 OCLC World Cat Database – a system of online shared cataloging in which libraries subscribe to a service, which allows use of records created by other libraries. Libraries pay to use the records of others and receive a credit when they add a new record to OCLC
- C.3.20 Physical processing - Affixing book pockets, barcodes, theft detection, mylar jackets and spine labels to books

C.3 DEFINITIONS (Continued)

**Non Print Media DVDs and CDs
for Adult Young Adults and Juveniles
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- C.3.21 SIRSI Unicorn – The Company that provides the software that runs D. C. Public Library’s online catalog. The catalog, used by the public, is called WebCat and the catalog used by the staff is called Workflows
- C.3.22 Shadowing – The process of editing a record so that it displays in Workflows and not seen in WebCat
- C.3.23 Soft Cover Books - Paperback books
- C.3.24 Standing Order - To supply each succeeding issue of annual or serial publications (also known as continuations) Standing Orders are based on availability of encumbered funds
- C.3.25 Theft Detection – Security strips to deter theft strategically placed in middle of book
- C.3.26 Title Proper – The chief name of an item, including any alternative title but excluding parallel titles and other title information
- C.3.27 USMARC (U.S. Machine Readable Cataloging) – standards for the representation and communication of bibliographic and related information in machine-readable form
- C.3.28 Web Based – Any software that runs on or interacts with a web site on the Internet.

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C.4. DESCRIPTIONS OF DVDs AND CDs/INSTRUCTIONS

C.4.1 Cataloging Rules for Adult A-V Materials

The format prefix is followed by call number with four decimal places, Cuttered on the title for movies, TV shows, etc.

C.4.2 Sound recordings (non-musical):

C.4.3 Language Tapes/Videos/DVDs are treated like other non-B.O.T. spoken word tapes, with the addition of the language code, and Cuttered on the title.
(See Language Table Guide at C.4.3.1)

C.4.3.1 Language Table Guide

Tape	CD	Video	DVD
Fre	Ger	Ita	Spa
448.34	438.34	458.34	468.34
L438	G373	I88	D253

C.4.3.2 Do not add the B.O.T. or B.O.D. suffix to language material.

C.4.3.3 B.O.T.s/B.O.D.s will be classed the same way as print material, with the addition of the prefix and suffix.
(See Table Guide at C.4.3.3)

Table Guide C.4.3.3

Tape	CD	CD
599.4097	Fiction	Fiction
T967	B.O.D.	Mystery
B.O.T.		B.O.D.

C.4.4 Videos/DVDs:

C.4.4.1 In cataloging video material, first determine where it should be placed. Specific numbers are established for feature films, TVM, short films, etc., using the four-digit decimal and Cuttered on the title.

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C.5.1 Cataloging Rules for Adult A-V Materials (Continued)

C.5.2 Video DVD
91.4372 791.4572
S771 G525

C.5.2.1 Documentary and instructional films should be classed according to subject. (See Table Guide at C.5.2.1.2)

(See Table Guide C.5.2.1.2)

DVD	DVD	Biography films are Cuttered on the name of the subject,
636.7088	92	with a work letter from the surname of the producer, who
D656	M146v	is the “author” of the work. If no specific producer is
		given, then the name of the production company provides
		the work letter.

C.6. Adult musical sound recordings:

C.6.1 Classification- Classical music:

C.6.2 For recordings of classical music we follow the procedure in DDC 21. that is we class first for the instrument ensemble or form of voice (i.e., opera, songs, gospel, etc.) and add numbers that indicate the type of music to this base number. For example in 784.2185. the base number is 784.2. which indicates music played by a symphony orchestra. To this we add 185, which indicate that the CD being cataloged is a suite or the piece comprising more than half of the time on the CD is a suite. Classical music that is a mixture of different instruments, ensembles or form of voice in which no one comprises more than half should be classed in 789.8. This number is not used often but every once in a while a CD comes up which belongs here. A good example of this would be a CD from a classical label which is a selection of everything issued under that label for a specific time period (This may include piano music, orchestra music, chamber orchestra music, violin music with only a few tracks of each instrument or ensemble) Art songs are now classed in 782.42. Vocal music that is a mixture of popular and classical is classed in 782.

C.6.1.3 Classification- Popular music:

For popular and folk music, we do not follow DDC 21. Instead. we class only for the type of music. For example, country western songs are classed in 781.642 not 782.4216. Use the numbers in 781.6—to class popular and folk music. 781.63 or 781.64 should be used when there is not a specific number which is suitable. Dance music such as salsa, tango, etc should go in these numbers rather than 784.1888. Music for massage, meditation, yoga, etc. should go to 781.57. New age music should go to 781.56. Smooth jazz and jazz fusion should go to 781.657

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C.6.1.4 Cluttering Classical music:

1. Always use the work letter for individual titles, even for the first work for a composer.
2. For collections or selections with a distinctive title, use a work letter from the title.
3. Keep works with generic titles together by using a work letter derived from the numbered piece. Translate the number of the piece to the corresponding letter(s) of the alphabet. (See examples 3a, 3b, and 3c below).

Example 3.a: Bruckner, Anton, 1824-1896. CD
784.2184
Symphony no. 8 B888H

Example 3.b: Bruckner, Anton, 1824-1896. CD
784.2184
Symphony no. 8 B888H2
(different performance)
Note that H is the 8th letter of the alphabet

Example 3.c: Mozart, Wolfgang Amadeus, 1756-1791. CD
784.2184
Symphony No. 32 in G. K. 318 M939ZF

C.6.1.6 After number 26 use z as the first letter followed by the letter that, when added to 26 will result in the letter representation of the number. For example, 32 is represented by ZF (26th letter plus the 6th letter). In this way, any combination of numbers above 26 can be represented with letters (96 is represented by ZZZM).

C.6.1.7 If a work with a generic title does not have a numbered piece, use the key as the work letter. Do not use opus or Kershel numbers.
Mozart, Wolfgang Amadeus, 1756-1791. CD
782.323
Mass in C minor, K. 427 (417a) M939C

C.6.1.8 Cluttering- Popular music:
1. Consider all titles to be distinctive titles.
2. Always use the work letter for titles, even for the first work for a composer.

C.6.1.9 General instructions for CDs
1. Always use CD before the class in the call number.
2. Add the subject heading Compact discs to all records.
3. Do not put the date of work in author title added entries (700 1 f)

Non Print Media DVDs and CDs
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C.7 Cataloging Rules for Juv A-V Materials

The format prefix is followed by Juv, call number with two decimal places, and the Cutter consists of the first three letters of the title for movies, TV shows, etc.

C.7.1 Sound recordings (non-musical):

C.7.2 Language Tapes/Videos/DVDs are treated like other non-B.O.T. spokenword tapes, with the addition of the language code.
(See Table C.7.3)

Table C.7.3

Tape	CD	Video	DVD
Juv	Juv	Juv	Juv
Fre	Ger	Ita	Spa
448.34	438.34	458.34	468.34
LYR	LEA	SPE	HOL

C.7.4 Do not add the B.O.T. or B.O.D. suffix to language material.

C.7.5 B.O.T.s/B.O.D.s will be classed the same way as print material, with the addition of the prefix and suffix. (See Table C.7.6 below)

Table C.1.7.6

Tape	CD
Juv	Juv
599.4	Fiction
TUT	B.O.D.
B.O.T.	
Videos/DVDs:	

C. 7.7 In cataloging video material, first determine where it should be placed.\ Specific numbers established for feature films, TVM, short films, etc., apply to Juv material, using the two-digit decimal and the first three letters of the title for Cluttering. (See Table C.7.8 below).

Table C.7.8

Video	DVD
Juv	Juv
791.43	791.45
ALA	GRI

C.7.9 Documentary and instructional films should be classed according to subject.

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for the D. C. Public

DVD

DVD

Biography films are cuttered on the name
of the subject. (See **Table C.7.10**)

Table C.7.10

Juv	Juv
636.08	92
JOB	MON

Start here: 3/6/2007

C.8. Juvenile musical sound recordings:

C.8.1 Classification- Classical music:

C.8.2 For recordings of classical music we follow the procedure in DDC 21. that is we class first for the instrument ensemble or form of voice (i.e., opera, songs, gospel, etc.) and add numbers that indicate the type of music to this base number. Classical music that is a mixture of different instruments, ensembles or form of voice in which no one comprises more than half should be classed in CD JUV 789.8. This number is not used often but every once in a while a CD comes up which belongs here. A good example of this would be a CD from a classical label which is a selection of everything issued under that label for a specific time period (This may include piano music, orchestral music, chamber orchestra music, violin music with only a few tracks of each instrument or ensemble) Art songs are now classed in CD JUV 782.42. Vocal music that is a mixture of popular and classical is classed in 782.

C.8.3 Classification- Popular music:

For popular and folk music, we do not follow DDC 21. Instead. we class only for the type of music. For example, country western songs are classed in CD JUV 781.64 not CD JUV 782.42. Use the numbers in 781.6—to class popular and folk music. CD JUV 781.63 or CD JUV 781.64 should be used when there is not a specific number which is suitable. Dance music such as salsa, tango, etc should go in these numbers rather than CD JUV 784.18. Music for massage, meditation, yoga, etc. should go to CD JUV 781.57. New age music should go to CD JUV 781.56. Smooth jazz and jazz fusion should go to CD JUV 781.65

C.8.4 Cluttering

Use the last name of the author or the first word of the title for title main entries

C.8.5 General instructions for CD JUV:

1. Always use CD JUV before the class in the call number.
2. Class should be no longer than 2 digits after the decimal
3. Add the genre heading Compact discs to all records.
4. Do not put the date of work in author title added entries (700 ≠f)
(See Example Table C.8.6 below)

Example Table C.8.6

CD	TootToot!
JUV	
780.83	(Children' s songs)
WIGGLES	
CD	Celebrate America
JUV	
781.59	(Patriotic music)
THOMPSON	
CD	Baby Einstein Music Box Orchestra
JUV	Lullaby classics
781.58	
BABY	
CD	Halloween party
JUV	
781.52	
HALLOWEEN	
CD	Peter Paul and Mary (Musical group)
JUV	Peter, Paul and mommy
781.62	
PETER	
CD	The world' s very best ope ra for kids—in English!
JUV	
782.1	
WORLDS	

SECTION D
PACKAGING AND MARKING

- D.1** The packaging and marking requirements for the resultant contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.
(See Attachment J.1)
- D.1.1** N/A
- D.2** N/A
- D.2.1** N/A
- D.2.2** The Contractor shall furnish, deliver on site, and install all required material as required by the work to be performed.

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SECTION E
INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for the resultant contract shall be governed by clause number five (5) Inspection of Supplies and clause number six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated November 2004. **(See Attachment J.1)**
- E.2** The basis for inspection and acceptance of the delivered materials shall be in shall be in conformance with C.4. DESCRIPTIONS OF DVDs AND CDs/INSTRUCTIONS
- E.3** The COTR shall have the right to refuse and reject any or all plant material not meeting industry standards.

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SECTION F
DELIVERIES OR PERFORMANCE

F.1 TYPE OF CONTRACT

This is a requirements type contract, with payments based upon fixed unit price component. The period of performance shall be from date of award through one year thereafter.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the terms of this contract for a period of one year (1) with a two year option period, or a fraction thereof, by written notice to the contractor before the expiration of the contract: provide that the Government shall give the contractor a preliminary written of its intent at least (30) days before the contract expires. The preliminary notice does not commit the Government to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The contractor may waive the thirty-(30) day notice requirement by providing a written notice to the Contracting Officer.

F.2.2 The price for the option shall be specified in the contract.

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

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed 1 year with a two year option.

F.3 DELIVERABLES

The Contractor shall provide to the COTR, unless otherwise specified below, the following deliverables as described below. Required soft copies or digital reports shall be provided in Microsoft Office compatible formats.

F.3.1 Any reports that are required pursuant to H.4 of the 51% District Residents New Hires Requirements and First Source Employment Agreement are to be submitted to the District as a deliverable. If the report is not submitted as part of the deliverable, final payment to the contractor will not be paid.

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SECTION G
CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

G.1.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G.1.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

G.2.1 The District agrees to compensate the Contractor for services rendered within 30 days of the receipt of the invoices.

DC Public Library
Acquisitions
901 G Street, NW
Room 434
Washington, DC 20001

G.2.2 The Accounting Office will notify the COTR that certification of receipt of satisfactory services is required before payment

G.2.3 To constitute a proper invoice, the following information shall be included:

G.2.4 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

G.2.5 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.);

G.2.6 Contract number and invoice number;

G.2.7 Description, price, quantity and the date(s) that the supplies or services were delivered or performed.

G.2.8 Other supporting documentation or information, as required by the Contracting Officer;

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- G.2.9** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.10** Name, title, phone number of person preparing the invoice;
- G.2.11** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and authorized signature.

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G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.4.5.

G.3.2 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.

G.4 PAYMENT

The District will pay the Contractor the amount due as stated in Section B.3 in accordance with the payment schedule described in G. 1.2 after:

- a. Acceptance of the work; and
- b. Presentation of a properly executed invoice.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1 In accordance with 27 DCMR 3250, 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.

G.5.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

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G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

G.6.1.1 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.

G.6.1.2 Any amount of an interest penalty that remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

G.6.2.1 The Contractor must take one of the following actions within 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.

G.6.2.2 The Contractor must pay any lower-tier 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.

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G.6.2.3 Any amount of an interest penalty that remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.7 ORDERING CLAUSE

a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the Contracting Officer. Such orders may be issued during the term of this contract.

b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.

c) If mailed, a delivery order or task order is considered “issued” when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

G.8 CONTRACTING OFFICER (CO)

Contracts may be entered into and signed on behalf of the District only by contracting officers. The name, address and telephone number of the Contracting Officer is:

Name: Elizabeth Kilpatrick,
Contracting Officer
Group III
Office of Contracting and Procurement
Address: 441 4th Street, N.W. Suite 700 South
Washington, DC 20001
Telephone: 202 727-0252

G.9 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.9.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- G.9.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
- G.9.3** 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 cost increase incurred as a result thereof.

G.10 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- G.10.1** The COTR 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 COTR 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 COTR for this contract is:

Ms. Joanne Adetayo, Chief
Acquisitions Division
District of Columbia Public Library
901 G Street, NW, Room 434
Washington, D. C. 20001
Telephone Number: (202) 727-6383

- G.10.2** The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.
- G.10.3** The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.
- G.11** The Contractor shall maintain all documents and records which demonstrate performance under this contract for a minimum period of three years after the completion of the contract.

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G.11.1 Any records or documents to be maintained pursuant to this contract shall be made available for inspection or audit, at any time, during regular business hours, upon written request by the Contracting Officer. The records shall be available at the Contractor's address indicated in the contract for receipt of notices.

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SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2005-2103 (Rev. 2), Dated November 7, 2006, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. §351 *et seq.*) and incorporated herein as Section J.2 of this solicitation. 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 obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.2 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.

H.3 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 designated in subsection G.9 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.

H.4 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.4.1 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”).

H.4.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.5) in which the Contractor shall agree that:

- a. 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
- b. The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.4.3 The Contractor shall submit to DOES, no later than the 10th 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:

- a. Number of employees needed;
- b. Number of current employees transferred;
- c. Number of new job openings created;
- d. Number of job openings listed with DOES;
- e. Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- f. Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 1. Name;
 2. Social Security number;
 3. Job title;
 4. Hire date;
 5. Residence; and
 6. Referral source for all new hires.

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- H.4.4** If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.
- H.4.5** With the submission of the Contractor's final request for payment from the District, the Contractor shall:
- a. Document in a report to the Contracting Officer its compliance with the section H.4.4 of this clause; or
 - b. Submit a request to the Contracting Officer for a waiver of compliance with section H.4.4 and include the following documentation:
 1. Material supporting a good faith effort to comply;
 2. Referrals provided by DOES and other referral sources;
 3. Advertisement of job openings listed with DOES and other referral sources; and
 4. Any documentation supporting the waiver request pursuant to section H.4.6.
- H.4.6** The Contracting Officer may waive the provisions of section H.4.4 if the Contracting Officer finds that:
- a. A good faith effort to comply is demonstrated by the Contractor;
 - b. The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
 - c. The Contractor enters into a special workforce development training or placement arrangement with DOES; or
 - d. 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.

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- H.4.7** Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.4.5 and H.4.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.4.4 or whether a waiver of compliance pursuant to section H.4.6 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.4.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.4.5, 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.4.7.
- H.4.9** The provisions of sections H.4.4 through H.4.8 do not apply to nonprofit organizations.
- H.5 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**
- H.5.1** For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:
- H.5.1.1** At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.
- H.5.2** The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified applicants, trainees, and other workers in the implementation of employment goals contained in this clause.

H.6 PROTECTION OF PROPERTY:

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

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

H.8 SECTION 504 OF THE REHABILITATION ACT OF 1973 (as amended)

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. 794 (1983) et seq

H.9 Reserved for numerical purposes.

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H.9 Reserved for numerical purposes

H.10 DISTRICT RESPONSIBILITIES

H.10.1 The District will provide the Contractor with the format to submit the Service Area and Site Conditions Damaged Property Report as described in C.3.1.1.

H.10.2 All new plant material furnished, delivered, and installed by the Contractor shall be inspected by the COTR or designee in the established staging area.

H.10.3 The COTR will notify the Contractor 24 Hours in advance of scheduled site visits.

H.11 CONTRACTOR RESPONSIBILITIES

H.11.1 The Contractor shall be responsible for providing landscaping services in accordance with the requirements of this contract.

H.11.2 The Contractor shall be responsible for obtaining all licenses and permits necessary for the performance of this contract.

H.11.3 The Contractor shall be responsible for minimizing exposure to concentrates if the Contractor uses products in a concentrated form. Concentrated products must be part of a system by which chemicals are only transferred between closed containers, thereby reducing the risk of harm to the end-user.

H.12 Packaging Reduced Recyclables

H.12.1 If possible, the Contractor shall use products that are in reusable, refillable, or recyclable containers, use less packaging, or are otherwise made from recycled content products.

H.12.2 No products shall be delivered in aerosol cans.

H.12.3 All products must be available in non-aerosol containers such as ready-to-use pump action sprays, air-charged refillable containers or spray bottles.

H.12.4 N/A

H.13 N/A

H.13.1 Reserved for numerical purposes

H.13.2 The Contractor's staff shall wear identification badges at all times. The identification badges shall provide company logo, employee's name, and employee photograph.

H.14 N/A

H.18 N/A

H.19 N/A

H.20 PERMITS AND LICENSES

H.20.1 The Contractor shall, without additional expense to the District, be responsible for obtaining all licenses and permits which are necessary to fulfill the requirements of the contract.

H.21 DELIVERY OF SUPPLIES

H.21.1 The Contractor shall schedule its supply deliveries during times that cause minimum disruption and inconvenience to District agency operations. Unless otherwise approved by the COTR, such deliveries shall be made weekdays before 6:00 p.m. and/or on weekends.

H.22 COMMUNICATION

H.22.1 At its own expense, the Contractor shall provide electronic pagers, transportable cellular telephones, or any other telecommunication devices adequate to effectively provide a communication link to District officials especially in emergency situations when the need to get hold of contractor personnel is greatest. The names of the individual officers and the telephone numbers for their respectively assigned pager and telephone number shall be provided to the Contracting Officer and the COTR at the start of the period of performance.

H.23 N/A

H.24 PROPERTY DAMAGE NOTIFICATION

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H.24.1 Any damage caused by the Contractor or its employees to District property shall be promptly repaired or replaced by the Contractor at the Contractor's expense.

H.25 SPECIAL REQUIREMENTS – REGULATORY AND ENVIRONMENTAL PROVISIONS

H.25.1 The Contractor shall comply with all environmental laws, including D.C. Law 7-226, “the D.C. Solid Waste Management and Multi-Material Recycling Act of 1099,” and any laws relating to hazardous materials on the job sites or related to the Contractor's activities on the job sites. The Contractor shall not manage, use or store hazardous materials on the job sites. The Contractor shall not manage, use or store hazardous materials at the job sites except as reasonably necessary to perform the requirements of this contract. The Contractor shall not dispose of or treat any hazardous materials on the job sites or surrounding lands or waters. The Contractor shall immediately provide to the District a written list of hazardous materials used or stored, or intended to be used or stored, at the job site, and the approximate quantities to be used or stored, prior to entering into this contract.

H.26. Air Quality

The Contractor shall only use environmental preferred products for its chemicals, which do not exceed the volatile organic chemical (VOC) limitations rule(s) published by the U.S. Environmental Protection Agency (EPA). The expectation is that compliance with this requirement will reduce outdoor air quality problems and complaints.

H.27 WAY TO WORK AMENDMENT ACT OF 2006

H.27.1 Except as described in H.27. 8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

H.27.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

H.27.3 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.

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- H.27.4** 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.
- H.27.5** The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.7 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.27.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.27.7** 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*

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H.2.7.8 The requirements of the Living Wage Act of 2006 do not apply to:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.27.9 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.

PART II

SECTION I CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (“SCP”), (Attachment J.1) are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee or customer of the District will 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.

I.4 TIME

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

I.5 RIGHTS IN DATA

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

- I.5.2** The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.
- I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.

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I.5.6 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 agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

I.5.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

I.5.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

I.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.5.7 The restricted rights set forth in section I.5.6 are of no effect unless

- a. The data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____

With _____
(Contractor's Name);

and;

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

- I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the 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.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

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

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.8 INSURANCE

I.8. Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a certificate of insurance giving evidence of the required coverages prior to commencing work. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance, Securities and Banking. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. In no event shall work be performed until the required certificates of insurance have been furnished. The insurance shall provide for 30 days' prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided.

I.8.1 Commercial General Liability Insurance, \$1,000,000 limits per occurrence, District added as an additional insured.

- I.8.2 Automobile Liability Insurance**, \$1,000,000 per occurrence combined single limit.
- I.8.3 Worker's Compensation Insurance** according to the statutes of the District of Columbia, including Employer's Liability, \$100,000 per accident for injury, \$100,000 per employee for disease, \$500,000 policy limit disease.
- I.8.4 Umbrella/ Excess Liability Insurance**, \$5,000,000 limits per occurrence.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

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

I.10 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), the Contract Clauses (Section I), and the Standard Contract Provisions (Attachment J.1),.

I.11 CONTRACTS IN EXCESS OF \$1 MILLION DOLLARS

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

ESTIMATED QUANTITIES

It is the intent of the District to secure a contract for all of the items specified herein which may occur during the contract term. The District agrees that it will purchase its requirements of the articles or services included herein from the Contractor. Articles or services specified herein have a history of repetitive use in the District agencies. The estimated quantities stated in the Invitation for Bids reflect the best estimates available. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of his obligation to fill all such orders.

Orders will be placed from time to time if and when needs arise for delivery, all charges prepaid, to the ordering agency. The District does not guarantee to order any specific quantities of any item(s) or work hours of service.

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PART III
LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J
LIST OF ATTACHMENTS

The contractor shall perform the contract in accordance with the specifications, standards and requirements of the following attachments J.1 through J.16, set forth below, which are hereby incorporated by reference into the contract. The Order of Precedence shall be as stated in section I.10 of this IFB

Attachment	Name
J.1	Standard Contract Provisions for Use with District of Columbia Supply and Services Contracts, dated November 2004 (Full text of clauses is available at www.ocp.dc.gov)
J.2	U. S. Department of Labor Wage Determination No. 2005, Rev. 02), November 11, 2006
J.3	Department of Small and Local Business Development Equal Employment Opportunity (EEO) Information Report and Mayor's Order 85-85
J.4	Office of Tax and Revenue Tax Certification Affidavit
J.5	Department of Employment Services First Source Employment Agreement
J.6	Living Wage Fact Sheet
J.7	Living Wage Act of 2006
J.8	Library Mailing Labels

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION K

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

K.1 TYPE OF BUSINESS ORGANIZATION

K.1.1 The bidder, by checking the applicable box, represents that

a. It operates as:

- A corporation incorporated under the laws of the State of _____
- An individual,
- A partnership,
- A nonprofit organization, or
- A joint venture.

b. If the bidder is a foreign entity, it operates as:

- An individual,
- A joint venture, or
- A corporation registered for business in _____(Country)

K.2 BUY AMERICAN CERTIFICATION

The bidder hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Paragraph 23 of the SCP, “Buy American Act”), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____EXCLUDED END PRODUCTS

_____COUNTRY OF ORIGIN

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

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

Bidder: _____ Date _____

Name: _____

Title: _____

Signature _____

Bidder ____ has ____ has not participated in a previous contract or subcontract subject to the Mayor’s Order 85-85. Bidder ____ has ____ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed sub-bidders. (The above representations need not be submitted in connection with contracts or subcontracts that are exempt from the Mayor’s Order.)

K.4 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each Bidder shall check one of the following:

_____ No person listed in Clause 13 of the SCP, “District Employees Not to Benefit” 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 SCP:

1. _____

2. _____

K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

Each signature of the bidder is considered to be a certification by the signatory that:

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

Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs a through c above:

- i. _____
(insert full name of person(s) in the organization responsible for determining the prices offered in this contract and the title of his or her position in the bidder's organization);
- ii. As an authorized agent, does certify that the principals named in subdivision 2 above have not participated, and will not participate, in any action contrary to subparagraphs a through c above; and
- iii. As an agent, has not participated, and will not participate, in any action contrary to subparagraphs a through c above.

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- d. If the bidder deletes or modifies subparagraph b above, the bidder must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.7 TAX CERTIFICATION

Each bidder must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.4.

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SECTION L
INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 METHOD OF AWARD

L.1.1 The District reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.

L.1.2 The District intends, to award a single contract resulting from this solicitation to the responsive and responsible bidder that submits the lowest evaluated bid.

L.1.3 The bidder must bid on all CLINS to be considered for this award. Failure to bid on all CLINS in section B.4 will render the bid non-responsive and disqualify the bid.

L.2 PREPARATION AND SUBMISSION OF BIDS

L.2.1 Bidders shall submit a signed original and three (4) copies. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's offer shall constitute the formal contract. Each bid shall be submitted in a sealed envelope conspicuously marked:

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L.2.2 The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.

L.2.3 The District may reject as non-responsive any bid that fails to conform in any material respect to the Invitation for Bids.

L.2.4 The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.

L.3. PRE-BID CONFERENCE

N/A

L.4. FAMILIARIZATION WITH CONDITIONS (SERVICES)

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

L.5 BID SUBMISSION DATE AND TIME

Bids must be received no later than March 30, 2007 at 2:00 p.m. local time on the date set forth on page 1, block 9 of this solicitation.

L.6 WITHDRAWAL OR MODIFICATION OF BIDS

A bidder may modify or withdraw its bid upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of bids, but not later than the exact time set for opening of bids.

L.7 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

L.7.1 Bids, modifications to bids, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a. The bid or modification was sent by registered or certified mail no later than the fifth (5th) day before the date specified for receipt of bids; or
- b. The bid or modification was sent by mail and it is determined by the Contracting Officer that mishandling by the District after receipt caused the late receipt at the location specified in the solicitation.

L.7.2 Postmarks

The only acceptable evidence to establish the date of a late bid, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark

shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the bid shall be considered late unless the bidder can furnish evidence from the postal authorities of timely mailing.

L.7.3 Late Submissions

A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

L.7.4 Late Modifications

A late modification of a successful bid that makes its terms more favorable to the District will be considered at any time it is received and may be accepted.

L.7.5 Late Bids

A late bid, late modification or late withdrawal of a bid that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful bids resulting from this solicitation.

L.8 HAND DELIVERY OR MAILING OF BIDS

Deliver or Mail to:

Office of Contracting and Procurement
Bid Counter
441 4th Street, NW.
Suite 703 South
Washington, D. C. 20001

L.9 ERRORS IN BIDS

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

L.10 QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the Contracting Officer. The prospective bidder shall submit questions no later than **5** days

prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than **5** days before the date set

for submission of bids. The District will furnish responses promptly to all other prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

L.11 FAILURE TO SUBMIT BIDS

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the OCP Contracting Officer, Citywide Contracts Group, 441, 4th Street NW, Suite 700 South, Washington, DC, 202-727-0252), by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the Contracting Officer that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.12 BID PROTESTS

Any actual or prospective bidder or Contractor, who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation that are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, NW, Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer.

L.13 SIGNING OF BIDS

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L.13.1 The Contractor shall sign the bid and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. The person signing the bid must initial erasures or other changes. Bids signed by an agent shall be

accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.13.2 All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

L.14 **VENDOR SUBMISSION FOR PREFERENCES**

Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as a part of, its bid or proposal the following documentation, as applicable to the preference being sought:

- a. Evidence of the vendor's, subcontractor's, or joint venture partner's certification or self-certification as a LBE, DBE, or RBO, to include either:
 1. A copy of all relevant letters of certification from the Local Business Opportunity Commission (LBOC); or
 2. A copy of any sworn notarized Self-Certification forms prescribed by the LBOC, along with an acknowledgement letter issued by the Director of the LBOC. Businesses with principal offices located in outside of the District of Columbia must first be certified as LBEs before qualifying for self-certification.
- b. Evidence that the vendor or any subcontractor is located in an enterprise zone.

L.14.2 All vendors are encouraged to contact the Local, Small and Disadvantage Business Enterprises Certification Program at (202) 727-3900 if additional information is required on certification procedures and requirements.

L.15 ACKNOWLEDGMENT OF AMENDMENTS

The bidder shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A.14 of the solicitation; or (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of bids. Bidder's failure to acknowledge an amendment may result in rejection of the bid.

L.16 BIDS WITH OPTION YEARS

The bidder shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include option year pricing.

L.17 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

L.17.1 Name, Address, Telephone Number, Federal tax identification number and DUNS Number of the bidder;

L.17.2 A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. This mandate also requires the bidder to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the bidder is required by law to make such certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bidder shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.17.3 If the bidder is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.18 STANDARDS OF RESPONSIBILITY

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

- L.18.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract;
- L.18.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- L.18.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them;
- L.18.4** Evidence of compliance with the applicable District licensing and tax laws and regulations;
- L.18.5** Evidence of a satisfactory performance record, record of integrity and business ethics;
- L.18.6** Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them; and
- L.18.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.18.8** If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be non-responsible.

SECTION M

EVALUATION FACTORS FOR AWARD

M.1 CLAUSE APPLICABLE TO ALL OPEN MARKET SOLICITATIONS

Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005” (the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005”, D.C. Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

M.2. Reserved for numerical purposes of section I.7

M.2.2 General Preferences

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

- M.2.2.1 Three percent (3%) reduction in the bid price or the addition of three (3) points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;
- M.2.2.2 Three percent (3%) reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M.2.2.3 Ten percent (10%) reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.2.2.4 Two percent (2%) reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;

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M.2.2.5 Two percent (2%) reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and

M.2.2.6 Two percent (2%) reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

M.2.3 **Application of Preferences**

The preferences shall be applicable to prime contractors as follows:

M.2.3.1 Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).

M.2.3.2 Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.

M.2.3.3 Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.

M.2.3.4 Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.

M.2.3.5 Any prime contractor that is an DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.

M.2.3.6 Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as

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applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

M.2.4 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.2.5 Preferences for Certified Joint Ventures

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

M.2.6 Vendor Submission for Preferences

M.2.6.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

M.2.6.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

M.2.6.1.2 Evidence of the vendor's or joint ventures provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

M.2.6.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

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M.2.6.3 All prospective bidders are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.2.7 **Subcontracting Plan**

Any prime contractor responding to a solicitation in which there is an SBE subcontracting set-aside, shall submit, within five (5) days of the contracting officer's request, a notarized statement detailing its subcontracting plan, using the format outlined in Attachment J.13, Subcontracting Plan. Each subcontracting plan shall include the following:

- M.2.7.1** A description of the goods and services to be provided by SBEs;
- M.2.7.2** A statement of the dollar value of the bid or proposal that pertains to the subcontracts to be performed by the SBEs;
- M.2.7.3** The names and addresses of all proposed subcontractors who are SBEs;
- M.2.7.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- M.2.7.5** A description of the efforts the prime contractor will make to ensure that SBEs will have an equitable opportunity to compete for subcontracts;
- M.2.7.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- M.2.7.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- M.2.7.8** List the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and include assurances that the prime contractor will make such records available for review upon the District's request; and
- M.2.7.9** A description of the prime contractor's recent effort to locate SBEs and to award subcontracts to them.

M.2.8 Enforcement and Penalties for Willful Breach of Subcontracting Plan

The willful breach by a contractor of a subcontracting plan for utilization of local, small, or disadvantaged businesses in the performance of a contract, the failure to submit any required subcontracting plan monitoring or compliance report, or the deliberate submission of falsified data may be enforced by the DSLBD through the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to local, small, or disadvantaged businesses, whichever is greater, for each such breach, failure, or falsified submission.

M.3 EVALUATION OF OPTION YEARS

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

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