

SOLICITATION, OFFER, AND AWARD			1. Caption Leasing and Installation of Copiers		Page of Pages 1 52		
			2. Contract Number	3. Solicitation Number DCKT-2008-B-0046	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 2/19/2008	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 Transportation and Specialty Equipment Commodity Group 2000 14th Street, NW, 3rd Floor Washington, DC 20009			8. Address Offer to: Office of Contracting and Procurement Bid Room (Reeves Center) 2000 14th Street, NW, 3rd Floor Washington, DC 20009				
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"							
SOLICITATION							
9. Sealed offers in original and <u>2</u> 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 <u>2000 14th Street, NW, 3rd Floor, Bid Room, Washington DC</u> until <u>2:00PM</u> local time <u>20-Mar-08</u> (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 Lucille Vest		B. Telephone (Area Code) 202 (Number) 671-2328 (Ext)			C. E-mail Address lucille2.vest@dc.gov	
11. Table of Contents							
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OFFER							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>120</u> 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 <input checked="" type="checkbox"/>		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			
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	
AWARD (TO BE COMPLETED BY GOVERNMENT)							

**STATEMENT OF WORK
FOR COPIER EQUIPMENT**

- B.1** The Government of the District of Columbia, Office of Contracting & Procurement, on behalf of the Department of Public Works (DPW), is seeking a contractor to lease high volume Black/White copiers and Color copier equipment to be used in combination with each other and electronic components as replacements for the current equipment listed below. This listing is inclusive of the equipment currently located in the Reeves Center, 2000 14th Street, N.W., Washington D.C., within the DPW Copy Center on the 5th floor and satellite locations on three different floors. There are 16 pieces of equipment and all are owned by District.
- B.2** The term of this contract shall be for a period of one (1) year from date of award, with four one year options
- B.3** The District contemplates award of a firm fixed price contract for leasing of copier machines.
- B.4** **AGGREGATE AWARD GROUP CLINS 0001 THROUGH 0006**

NOTE:

- B.4.1 THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL EQUIPMENT LISTED IN THE PRICE SCHEDULE WITH A TRADE-IN DESIGNATION.**
- B.4.2 BIDDERS MUST PROVIDE A SEPARATE TRADE IN AMOUNT WHERE APPLICABLE. TRADE-IN AMOUNTS MUST NOT BE INCLUDED IN THE MONTHLY LEASE AND MAINTENANCE COST.**
- B.4.3 THE DISTRICT WILL NOT SIGN ANY LEASE AGREEMENT PERTAINING TO THIS CONTRACT.**

B.5 PRICE SCHEDULE

**BASE YEAR
AGGREGATE AWARD GROUP ITEMS
CLIN 0001 THROUGH 0006**

Contract Line Item Number (CLIN)	Supplies or Services	Qty.	Monthly Lease & Maint. Cost Per machine		Total Cost for 12 months (1 machine)
0001	45 to 75 pages per minute Color Copier, Basic Unit Price for Engine, Stapling and Finisher, including a minimum of 70,000 color impressions per month. To include components similar to server, digipath and fiery components needed to render the unit completely functional. Make and Model Offered_____	1	\$_____		\$_____
0001a)	Trade-In Xerox DocuColor 2045 Color Copier #PM9328987 Xerox Server NSP1355, #KR2001127 Xerox Z18 Controller DC 2000Z18, #HGLU113095				-\$_____ -\$_____ -\$_____
0001(b)	Excess copy charge, color impressions, in excess of the minimum of 70,000	500	Per Copy Charge \$_____	Total Month Cost \$_____	
	Total Cost				\$_____

Contract Line Item Number (CLIN)	Supplies or Services	Qty.	Monthly Lease & Maint. Cost Per machine		Total Cost for 12 months (1 Machine)
0002	90 to 120 pages per minute Black, White Copier, Basic Unit price for Engine, Stapling and Finisher, including a minimum of 65, 000 black and white impressions per month. To include components similar to server, digipath and fiery components needed to render the unit completely functional. Make and Model Offered_____	1 copier Only or 2 copiers working in tandem.	\$_____		\$_____
0002a)	Trade- In Xerox P1010 ST Black & White Copier, #NTN087878 Xerox Digi path DIG1PR03, #ITD043465 Xerox PC DIGIPC3, #UW8309732				-\$_____ -\$_____ -\$_____
0002(b)	Excess copy charge, B&W Impressions	5,000	Per Copy Charge \$_____	Total Month Cost \$_____	
	Total Cost				\$_____

Contract Line Item Number (CLIN)	Supplies or Services	Qty.	Monthly Cost Per machine		Total Cost for 12 months (5 Machines)
0003	30 to 40 pages per minute Black and White Copier, Basic Unit cost for Engine, Stapling and Finisher. To include components similar to server, digipath and fiery components needed to render the unit completely functional. Make and Model Offered _____	5	\$ _____		\$ _____
0003(a)	Cost of 275,000 basic Black & White (combined pool) Impressions for the five identified copiers.	275,000	Monthly Cost \$ _____		\$ _____
0003(b)	Less Trade-in Allowance on the following copiers. 1. Xerox DC-230 #C1H021202 2. Xerox DC-230 #C1H020990 3. Xerox DC-230 #C1H018950 4. Xerox DC-432 #NG 3006753 5. Xerox DC-432 #NG3112163				-\$ _____ -\$ _____ -\$ _____ -\$ _____ -\$ _____
0003(c)	Excess copy charge, color impressions	5,000	Per Copy Charge \$ _____	Total Month Cost \$ _____	
	Total Cost				\$ _____

Contract Line Item Number (CLIN)	Supplies or Services	Qty.	Monthly Lease & Maint. Cost Per machine		Total Cost for 12 months (4 Machines)
0004	60 to 70 pages per minute Black and White Copier, Basic Unit Cost for Engine, Stapling and Finisher. To include components similar to server, digipath and fiery components, need to render the unit completely functional. Make and Model Offered _____	4	\$ _____		\$ _____
0004(a)	Cost of 104,000 basic Black& White (confined pool) Impressions for the four identified copiers	104,000	Monthly Cost \$ _____		\$ _____
0004(b)	Less Trade-in Allowance on the following copiers. 1. Xerox DC-460 #NE8029174 2. Xerox DC-265 #3UP067657 3. Xerox DC-265 #3UPO67683 4. Xerox DC-265 #3UPO68926				-\$ _____ -\$ _____ -\$ _____ -\$ _____
0004(c)	Excess copy charge, B&W impressions	10,000	Per Copy Charge \$ _____	Total Month Cost \$ _____	
	Total Cost				\$ _____

Contract Line Item Number (CLIN)	Supplies or Services	Qty.			
0005	Trade-In Xerox Docutech 135 Production, #G8T100880				-\$_____
0006	Additional Training, if needed	4	Hrs	Total Cost	\$_____
	Total Cost				\$_____

**OPTION YEAR 1
AGGREGATE AWARD GROUP ITEMS
CLIN 1001 THROUGH 1004**

Contract Line Item Number (CLIN)	Supplies or Services	Qty.	Monthly Lease & Maint. Cost Per machine		Total Cost for 12 months (1 Machine)
1001	45 to 75 pages per minute Color Copier, Basic Unit Price for Engine and Stapling and Finisher, including a minimum of 70,000 color impressions per month. To include components similar to server, digipath and fiery components, need to render the unit completely functional.	1	\$_____		\$_____
1001(a)	Excess copy charge, color impressions	500	Per Copy Charge \$_____	Total Month Cost \$_____	
	Total Cost				\$_____

Contract Line Item Number (CLIN)	Supplies or Services	Qty.	Monthly Lease & Maint. Cost Per machine		Total Cost for 12 months (1 Machine)
1002	90 to 120 pages per minute Black and White Copier, Basic Unit price for Engine, Stapling and Finisher, including a minimum of 65,000 black & white impressions per month. To include components similar to server, digipath and fiery components, need to render the unit completely functional.	1 copier only or 2 copiers working in tandem.	\$_____		\$_____
1002(a)	Excess copy charge, B&W impressions	5,000	Per Copy Charge \$_____	Total Month Cost \$_____	
	Total Cost				\$_____

Contract Line Item Number (CLIN)	Supplies or Services	Qty.	Monthly Lease & Maint. Cost Per machine		Total Cost for 12 months (5 Machines)
1003	30 to 40 pages per minute Black and White Copier, Basic Unit cost for Engine, Stapling and Finisher. To include components similar to server, digipath and fiery components, need to render the unit completely functional.	5	\$_____		\$_____
1003(a)	Cost of 275,000 basic Black & White (combined pool) Impressions for the five identified copiers. (55,000 Impressions per copier/per month	275,000	\$_____		\$_____
1003(b)	Excess copy charge, B& W impressions	5,000	Per Copy Charge \$_____	Total Month Cost \$_____	
	Total Cost				\$_____

Contract Line Item Number (CLIN)	Supplies or Services	Qty.	Monthly Lease & Maint. Cost Per machine		Total Cost for 12 months (4 Machines)
1004	60 to 70 pages per minute Black and White Copier, Basic Unit Cost for Engine, stapling and finisher. To include components similar to server, digipath and fiery components, need to render the unit completely functional.	4	\$_____		\$_____
1004(a)	Cost of 104,000 basic Black & White (confined pool) Impressions for the four identified copiers (26,000 Impressions per copier per month.	104,000	\$_____		\$_____
1004(b)	Excess copy charge, color impressions	10,000	Per Copy Charge \$_____	Total Month Cost \$_____	
	Total Cost				\$_____

**OPTION YEAR 11
AGGREGATE AWARD GROUP ITEMS
CLINE 2001 THROUGH 2004**

Contract Line Item Number (CLIN)	Supplies or Services	Qty.	Monthly Lease & Maint. Cost Per machine		Total Cost for 12 months (1 Machine)
2001	45 to 75 pages per minute Color Copier, Basic Unit Price for Engine and Stapling and Finisher, including a minimum of 70,000 color impressions per month. To include components similar to server, digipath and fiery components, need to render the unit completely functional. Make and Model Offered _____	1	\$ _____		\$ _____
2001(a)	Excess copy charge, color impressions	500	Per Copy Charge \$ _____	Total Month Cost \$ _____	
	Total Cost				\$ _____

Contract Line Item Number (CLIN)	Supplies or Services	Qty.	Monthly Lease & Maint. Cost Per machine		Total Cost for 12 months (1 Machine)
2002	90 to 120 pages per minute Black and White Copier, Basic Unit price for Engine, Stapling and Finisher, including a minimum of 65,000 black & white impressions per month. To include components similar to server, digipath and fiery components, need to render the unit completely functional. Make and Model Offered _____	1 copier only or 2 copiers working in tandem.	\$ _____		\$ _____
2002(a)	Excess copy charge, B&W impressions	5,000	Per Copy Charge \$ _____	Total Month Cost \$ _____	
	Total Cost				\$ _____

Contract Line Item Number (CLIN)	Supplies or Services	Qty.	Monthly Lease & Maint. Cost Per machine		Total Cost for 12 months (5 Machines)
2003	30 to 40 pages per minute Black and White Copier, Basic Unit cost for Engine, Stapling and Finisher. To include components similar to server, digipath and fiery components, need to render the unit completely functional. Make and Model Offered _____	5	\$_____		\$_____
2003(a)	Cost of 275,000 basic Black & White (combined pool) Impressions for the five identified copiers. (11,000 Impressions per copier/per month.	275,000	\$_____		\$_____
2003(b)	Excess copy charge, B&W impressions	5,000	Per Copy Charge \$_____	Total Month Cost \$_____	
	Total Cost				\$_____

Contract Line Item Number (CLIN)	Supplies or Services	Qty.	Monthly Lease & Maint. Cost Per machine		Total Cost for 12 months (4 Machines)
2004	60 to 70 pages per minute Black and White Copier, Basic Unit Cost for Engine, Stapling and Finisher. To include components similar to server, digipath and fiery components, need to render the unit completely functional. Make and Model Offered _____	4	\$_____		\$_____
2004(a)	Cost of 104,000 basic Black & White (confined pool) Impressions for the four identified copiers (26,000 Impressions per copier per month.	104,000	\$_____		\$_____
2004(b)	Excess copy charge, color impressions	10,000	Per Copy Charge \$_____	Total Month Cost \$_____	
	Total Cost				\$_____

**OPTION YEAR III
AGGREGATE AWARD GROUP ITEMS
CLINE 3001 THROUGH 3004**

Contract Line Item Number (CLIN)	Supplies or Services	Qty.	Monthly Lease & Maint. Cost Per machine		Total Cost for 12 months (1 Machine)
3001	45 to 75 pages per minute Color Copier, Basic Unit Price for Engine and Stapling and Finisher, including a minimum of 70,000 color impressions per month To include components similar to server, digipath and fiery components, need to render the unit completely functional. Make and Model Offered _____	1	\$ _____		\$ _____
3001(a)	Excess copy charge, color impressions	500	Per Copy Charge \$ _____	Total Month Cost \$ _____	
	Total Cost				\$ _____

Contract Line Item Number (CLIN)	Supplies or Services	Qty.	Monthly Lease & Maint. Cost Per machine		Total Cost for 12 months (1 Machine)
3002	90 to 120 pages per minute Black and White Copier, Basic Unit price for Engine, Stapling and Finisher, including a minimum of 65,000 black & white impressions per month. To include components similar to server, digipath and fiery components, need to render the unit completely functional.	1 copier only or 2 copiers working in tandem.	\$ _____		\$ _____
3002(a)	Excess copy charge, color impressions	5,000	Per Copy Charge \$ _____	Total Month Cost \$ _____	
	Total Cost				\$ _____

Contract Line Item Number (CLIN)	Supplies or Services	Qty.	Monthly Lease & Maint. Cost Per machine		Total Cost for 12 months (5 Machines)
3003	30 to 40 pages per minute Black and White Copier, Basic Unit cost for Engine, Stapling and Finisher To include components similar to server, digipath and fiery components, need to render the unit completely functional.	5	\$_____		\$_____
3003(a)	Cost of 275,000 basic Black & White (combined pool) Impressions for the five identified copiers (11,000 Impressions per copier/per month.	275,000	\$_____		\$_____
3003(b)	Excess copy charge, color impressions	5,000	Per Copy Charge \$_____	Total Month Cost \$_____	
	Total Cost				\$_____

Contract Line Item Number (CLIN)	Supplies or Services	Qty.	Monthly Lease & Maint. Cost Per machine		Total Cost for 12 months (4 Machines)
3004	60 to 70 pages per minute Black and White Copier, Basic Unit Cost for Engine, Stapling and Finisher	4	\$_____		\$_____
3004(a)	Cost of 104,000 basic Black & White (confined pool) Impressions for the four identified copiers (26,000 Impressions per copier per month. To include components similar to server, digipath and fiery components, need to render the unit completely functional.	104,000	\$_____		\$_____
3004(b)	Excess copy charge, color impressions	10,000	Per Copy Charge \$_____	Total Month Cost \$_____	
	Total Cost				\$_____

**OPTION YEAR 1V
AGGREGATE AWARD GROUP ITEMS
CLINE 4001 THROUGH 4004**

Contract Line Item Number (CLIN)	Supplies or Services	Qty.	Monthly Lease & Maint. Cost Per machine		Total Cost for 12 months (1 Machine)
4001	45 to 75 pages per minute Color Copier, Basic Unit Price for Engine and Stapling and Finisher, including a minimum of 70,000 color impressions per month. To include components similar to server, digipath and fiery components, need to render the unit completely functional.	1	\$_____		\$_____
4001(a)	Excess copy charge, color impressions	500	Per Copy Charge \$_____	Total Month Cost \$_____	
	Total Cost				\$_____

Contract Line Item Number (CLIN)	Supplies or Services	Qty.	Monthly Lease & Maint. Cost Per machine		Total Cost for 12 months (1 Machine)
4002	90 to 120 pages per minute Black and White Copier, Basic Unit price for engine, Stapling and Finisher, including a minimum of 65,000 black & white impressions per month. To include components similar to server, digipath and fiery components, need to render the unit completely functional.	1 copier only or 2 copiers working in tandem.	\$_____		\$_____
4002(a)	Excess copy charge, color impressions	5,000	Per Copy Charge \$_____	Total Month Cost \$_____	
	Total Cost				\$_____

Contract Line Item Number (CLIN)	Supplies or Services	Qty.	Monthly Lease & Maint. Cost Per machine		Total Cost for 12 months (5 Machines)
4003	30 to 40 pages per minute Black and White Copier, Basic Unit cost for Engine, Stapling and Finisher. To include components similar to server, digipath and fiery components, need to render the unit completely functional.	5	\$_____		\$_____
4003(a)	Cost of 275,000 basic Black & White (combined pool) Impressions for the five identified copiers (11,000 Impressions per copier/per month).	275,000	\$_____		\$_____
4003(b)	Excess copy charge, color impressions	5,000	Per Copy Charge \$_____	Total Month Cost \$_____	
	Total Cost				\$_____

Contract Line Item Number (CLIN)	Supplies or Services	Qty.	Monthly Lease & Maint. Cost Per machine		Total Cost for 12 months (4 Machines)
4004	60 to 70 pages per minute Black and White Copier, Basic Unit Cost for Engine, stapling and finisher To include components similar to server, digipath and fiery components, need to render the unit completely functional.	4	\$_____		\$_____
4004(a)	Cost of 104,000 basic Black & White (confined pool) Impressions for the four identified copiers (26,000 Impressions per copier per month).	104,000	\$_____		\$_____
4004(b)	Excess copy charge, color impressions	10,000	Per Copy Charge \$_____	Total Month Cost \$_____	
	Total Cost				\$_____

**SCOPE OF WORK:
CLIN 0001 THROUGH 0006**

- C.1** The proposed copiers should duplicate, copy counts per minute as specified in Section B. Duplexing (2-sided printing/copying) applications being performed within the same range of pages per minute
- C.1.1** The proposed combination of black/white & color equipment proposed for this Copy Center should have copying, printing, & scanning capabilities. Additionally, the equipment should include the following:
- Equipment capable of being network connected;
 - Equipment technology to communicate with other equipment and/or copiers of a different brand name;
 - Equipment which is state-of-the-art, multifunctional & durable;
 - Applicable software with the ability to forward printing and copying requests to any printer on the Network;
 - Equipment with add-on component attachments to connect equipment from a one dimension to a multi-dimensional device, (i.e., stapling, hole punching, folding, booklet-making, collating capabilities and the like);
 - Equipment shall include customer friendly replaceable units and control panels;
 - Equipment should have a large paper tray capacity and the ability to switch paper sizes within paper trays;
 - Equipment offered should be capable of handling the current production volume as indicated on § B, price schedule.
- C.1.2** Contractor shall specify policy on providing service, sales support, maintenance and training to the District; and
- C.1.3** Equipment costs, service, parts, maintenance, buy out and trade in allowances figures must be included within the pricing structure.
- C1.4** The Contractor agrees to allow the District the flexibility to upgrade equipment based on customer's needs.

C.2 TRADE-IN EQUIPMENT

The District reserves the right to trade in equipment owned by the District in an attempt to lower the cost of any machine awarded from this solicitation. This equipment may be inspected by contacting Donald Gibson, Contracting Officer's Technical Representative (COTR), at (202) 673-6782. Please call for an appointment. * Failure to submit a trade-in cost consideration may result in the rejection of the bid.

C.3 COLOR COPIER MINIMUM SPECIFICATIONS

Description: One (1) Color Copier

Copier Minimum Specifications

45 to 75 COLOR Copies/Pages per Minute

Volume: Minimum 70,000 copies per month

LAN Network Compatibility

Stapling & Finishing Components

Print, Copy & Scan Components

Multiple Paper Trays for Multiple Paper Sizes

Duplexing two-sided printing/copying

Technologically Advanced Regular & Special Features

User Friendly Components & Display Panel

Copy onto Labels & Transparencies

Fiery Attachment and other components

CLINS 0003 THROUGH 0004

C.3.1 BLACK AND WHITE COPIER MINIMUM SPECIFICATIONS

Description: Black & White Copier Machine(s)

Copier Minimum Specifications

90 to 120 Copies/Pages per Minute whether one machine or at least two machines

Volume: CLIN 3, minimum 275,000

Volume: CLIN 4, minimum 104,000

Working in tandem with each other

LAN Network Compatibility

Stapling & Finishing Components

Print, Copy & Scan Components

Multiple Paper Trays for Multiple Paper Sizes

Duplexing two-sided printing/copying

Technologically Advanced Regular & Special Features

User Friendly Components & Display Panel

Copy onto Labels & Transparencies

Fiery Attachment and other components

C.3.2 Component equipment to support copiers

Component Minimum Specifications

Servers, fieries, controllers & other component pieces of equipment, as necessary to support the functioning of Network, color as well as black and white copiers.

C.3.3 COPIER MINIMUM SPECIFICATION BLACK AND WHITE 30 TO 40

Description: Five (5) Copiers

Copier Minimum Specifications

30 to 40 Copies/Pages per Minute

Black & White Duplications only

LAN Network Compatibility

Stapling & Finishing Components

Print, Copy, Scan & Fax Components

Multiple Paper Trays for Multiple Paper Sizes

Auto Duplexing (i.e., 1 to 2, 2 to 1 and 2 to 2

Technologically Advanced Regular & Special Features

User-friendly Components & Display Panel

Copy onto Labels & Transparencies

C.3.4 COPIER MINIMUM SPECIFICATION BLACK AND WHITE 60 TO 70

Description: Four (4) Copiers

Copier Minimum Specifications

60 to 70 Copies/Pages per Minute

Black & White Duplications only

LAN Network Compatibility

Stapling & Finishing Components

Print, Copy, Scan & Fax Components

Multiple Paper Trays for Multiple Paper Sizes

Auto Duplexing (i.e., 1 to 2, 2 to 1 and 2 to 2

Technologically Advanced Regular & Special Features

User-friendly Components & Display Panel

Copy onto Labels & Transparencies

C.4 Computer Connected Machines: All connected machines must meet specifications contained in “The District, Printer Standards Guidelines.” All connected machines are required to be able to be AFP compatible. A LAN connected machine must include all necessary hardware & software to be able to wired cable to any District computer network.

C.4.1 Electrical Connections, Surge Protectors, and Telephone Lines: Any special wiring for electrical, telephone, or computer hook-up is the District’s responsibility.

C.4.2 Contractor Agreement/Contracts: The District will not sign contractor agreements. Agency Purchase Orders and this contract listing all required and necessary items will serve as the only required contract document.

- C.4.3 Maintenance:** All maintenance and services must be provided to all maintenance calls authorized by the manufacturer. Contractor must respond within 24 hours.
- C.4.4 Energy Star Compliant Machines:** It is **REQUIRED** that all machines come with the Energy Star label as certified by EPA.
- C.4.5 Parking:** Contractors are responsible for all parking fees, permits, etc. when they visit a copier site for any reason.
- C.4.6 Start-up Supplies:** All copiers shall come with installed operating supplies, which shall include a month supply of toner, developer, fuser oil, and dispersant as well as a full load of staples or wire spool for machines that require a finisher or stapler sorter. All fax machines shall come installed with a minimum of one month of operating supplies, including toner.
- C.4.7 Supplies:** Supplies for copiers, color copiers shall be furnished to the location designated by the Contracting Officer Technical Representative (COTR), on a periodic basis and shall include all shipping and handling as part of the maintenance cost. The District shall take reasonable steps to safeguard supplies from loss or misapplication. The Contractor shall deliver supplies within two (2) working days of request. A minimum of four weeks worth of supplies will be delivered at one time. Failure to promptly deliver supplies may be grounds for cancellation of the order and or subsequent termination of the Contract. Staples and wire spools for the finishers are included in the per copy maintenance price.
- C.4.8 Training and Technical Assistance:** Contractor shall provide technical assistance and training to the District at various locations including problem solving, machine operation, etc. Contractor shall have ready access to manufacturers' technical resources for problems beyond the ability of the contractor's sales service staff. An operator training program shall be provided by the Contractor. Following installation, a primary operator and backup operator shall be trained for each location. This training shall be done on site. Additional training sessions may be required by the COTR. Contractor shall furnish technical assistance in the operation and maintenance of machines on request. Such assistance shall be available within 24 hours and without additional cost. Contractor shall furnish two (2) sets of descriptive literature of all their awarded models to the COTR. Descriptive literature must be sent to the COTR within 24 hours after a request is made.
- C.4.9** The cost listed within this contract shall include delivery, setup, and removal for leased machines. Emergency rush delivery requiring special shipping and handling will be at the District's expense with prior written approval of the COTR only. Rush delivery that occurs as a result of the contractor's error shall be free of charge.

SECTION D: PACKAGING AND MARKING

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.

SECTION E: INSPECTION AND ACCEPTANCE

The inspection and acceptance requirements for the resultant contract shall be governed by clause number five (5), Inspection of Supplies, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March, 2007.

SECTION F: DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

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

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of four (4), one year option periods, or successive fractions thereof by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The 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 preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

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

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

F.3 DELIVERABLES

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date
0001	45 to 75 pages per minute Color Copier machine	1 each	F.O.B. destination	21 days after receipt of order
0002	90 to 120 pages per minute Black and White Copier machine. one machine or two machine working in tandem.	1 each	F.O.B. destination	21 days after receipt of order
0003	30 to 40 pages per minute Black and White copier machine	5 each	F.O.B. destination	21 days after receipt of order

0004	60 to 70 pages per minute Black and White Copier machine	4 each	F.O.B. destination	21 days after receipt of order
	Operating manual	2 copies per awarded replacement machine model	F.O.B. destination	21 days after receipt of order

F.2.1 The Contractor shall submit to the District, as a deliverable, the report described in section H.3.5 of this contract that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid.

F.3 UNIT PRICE AND F.O.B. DELIVERY POINTS:

F.3.1 Unit prices offered herein shall include delivery, all charges prepaid and exclusive of all taxes (see paragraph 12, Standard Contract Provisions), to the following delivery points:

Department of Public Works
 2000 14th Street N.W. 6th Floor
 Washington, D.C. 20009

Receiving hours: 8:15am – 4:45 pm
 Monday through Friday, Except Holidays
 Contractor shall telephone 48 hours in advance of
 Delivery date
 Contact: Donald Gibson
 Telephone No.: 202-673-6782

F.4 Availability of machine: All machines proposed on this contract must be available for delivery on the first date of the contract period.

F.4.1 Computer Connected Machines: All connected machines must meet specifications contained in “The District, Printer Standards Guidelines.” All connected machines are required to be able to be AFP compatible. A LAN connected machine must include all necessary hardware & software to be able to wired cable to any District computer network.

F.4.2 Delivery, Installation and Removal: 1) Contractor must deliver, set-up. And install within four (4) Calendar weeks after receipt of a Purchase Order, unless different schedules are specified by the COTR. Failure to provide deliveries in a

timely manner may result in cancellation of the order and or cancellation of the contract. The contractor is required to fully install all hardware and software for all LAN connected digital machines at no additional cost. 2) Machines must be installed within 24 hours of delivery, unless otherwise agreed to by the contractor and the COTR. 3) Contractors are required to remove all leased machines no later than 2-calendar weeks after the lease contract is completed or by whatever schedule is agreed to between the Contractor and the COTR. Written notice from the COTR for removal is not required at the end of the initial lease period: however, it is recommended that the COTR send written notification to the contractor requesting removal of the machines.

- F.4.2.1** This installation includes network connectivity where the Office of Information and Telecommunication Services (OITS) works with the Contractor to establish proper connectivity. However, the completed work is the responsibility of the Contractor.
- F.4.3 Guaranteed Delivery:** Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.
- F.4.4 Machine Evaluation Period:** District agencies will evaluate the performances of newly installed machines within 90 calendar days after installation. If there are no problems with the newly installed machine the Authorized User is required to pay for the machine within the time limits set by District Statute. However, if Authorized User is experiencing problems with the machine, the Authorized User need not pay for the machine until the problems have been resolved. If machine performance is unacceptable or if the machine is not capable of handling the copy print volume specified, the Contractor must either provide a new replacement machine at no added cost or cancel the purchase agreement for that location. The Contractor may be billed any costs associated with the re-procurement. If the new replacement machine has unacceptable performance or is not capable of handling the volume the Authorized User may return the machine and cancel the Purchase Order at no cost to the District.
- F.4.5 The Purchase Order.** The District is the sole judge of what is acceptable machine performance.
- F.4.6 Loaner Machine:** If a machine is down for more than FIVE working days, the contractor must furnish a “loaner” like-for-like replacement, until the authorized user machine is repaired. (The like-for-like replacement machine should be in perfect condition and have the same approximate features and speed).

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 Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

Name: Department of Public Works
Address: Office of the Chief Financial Officer
2000 14th Street, N.W. 6th Floor
Washington, DC 20009
(202) 671-2300

G.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

G.2.2.1 Contractor's name, Federal tax ID and invoice date (Contractors shall date invoices on the date of mailing or transmittal);

G.2.2.2 Contract number and invoice number;

G.2.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed.

G.2.2.4 Other supporting documentation or information, as required by the Contracting Officer;

G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.2.2.6 Name, title, phone number of person preparing the invoice;

G.2.2.7 Name, title, phone number and mailing address of person (if different from the

person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.3.5.

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 LUMP SUM PAYMENT

The District will pay the full amount due the Contractor under this contract after:

- a) Completion and acceptance of all 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).

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, which remains unpaid at the end of any 30-day period, shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

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

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

G.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty

under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.7 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:

James Roberts
Contracting Officer
Office of Contracting and Procurement
2000 14th Street NW, 6th Floor
Washington, D.C. 20009
(202) 671-2200

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.8.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
- G.8.3** 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.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- G.9.1** 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:

Donald Gibson, Chief Support Services Division
Department of Public Works
2000 14th Street N.W.
Washington, DC 20009
(202) 673-6782

- G.9.2** 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.9.3** 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.10 Meter Readings:** Contractors are required to accept meter readings by e-mail or as agreed to between the Contractor and Contracting Officer Representative (COTR). Contractors must send an e-mail acknowledgement for all meter reading e-mails they receive from the District to indicate the reading has been received. Meter averaging is not permitted unless the District fails to report their meter reading by the 7th of each month for the previous month. Contractors must furnish an e-mail address for agencies to report meter reading. Meter readings will be e-mailed to the Contractor on the first of each month or as agreed to between the Contractor and COTR. If the COTR agrees to allow the Contractor to use the telephone or fax machine to report the meter readings instead of e-mail, the Contractor must wait until the month in question has passed before calling or sending a fax form (Example: Contractor calls for January meter reading: the Contractor must not call earlier than February 1).
- G.11** The least-cost basic charges should include a combined “pool” count for all machines on a quarterly or annual basis before an additional per copy cost is applicable to CLINs 3& 4 only.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 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.2 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.3 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.3.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, § 2-219.01 et seq. (“First Source Act”).

H.3.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.2.4) in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and

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

H.3.3 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:

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

H.3.4 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.3.5 With the submission of the Contractor’s final request for payment from the District, the Contractor shall:

- (1) Document in a report to the Contracting Officer its compliance with the section H.3.4 of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.3.4 and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
 - (c) Advertisement of job openings listed with DOES and other referral sources; and
 - (d) Any documentation supporting the waiver request pursuant to section H.3.6.

H.3.6 The Contracting Officer may waive the provisions of section H.3.4 if the Contracting Officer finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;

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

H.3.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.3.5 and H.3.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.3.4 or whether a waiver of compliance pursuant to section H.3.6 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.3.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.3.5, 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.3.8.

H.3.9 The provisions of sections H.3.4 through H.3.8 do not apply to nonprofit organizations.

H.4 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.4.1 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.4.1.1 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.4.2 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 apprentices and trainees in the implementation of employment goals contained in this clause.

H.5 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.6 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.7 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.8 Training and Technical Assistance: Contractor shall have staff able to provide technical assistance and training to the District at any location including problem solving, machine operation, etc. Contractor shall have ready access to manufacturers' technical resources for any problem beyond the ability of the contractor's sales service staff. An operator training program shall be provided by the Contractor. Following installation, a primary operator and backup operator shall be trained for each location. This training shall be done on site. If the District is to be charged for the cost of training, this cost shall be included in the quoted unit costs. Additional training sessions may be required by an Authorized User. Contractor shall furnish technical assistance in the operation and maintenance of machines on request. Such assistance shall be available within 24 hours and without additional cost. Contractors shall furnish descriptive literature of all their awarded model(s) to any Authorized User upon the COTR's request. Descriptive literature shall be sent to the Authorized User within 24 hours after a request is made.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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

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 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.6 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.7 INSURANCE

I.7.1 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.

- (a) Commercial General Liability Insurance: \$1,000,000 limits per occurrence, District added as an additional insured.
- (b) Automobile Liability Insurance: \$1,000,000 per occurrence combined single limit.
- (c) Worker's Compensation Insurance: in accordance 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.
- (d) Errors and Omissions Liability Insurance, \$1,000,000 limits per claim.

I.8 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.2.2. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.9 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 SCP.

I.10 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

SECTION J: LIST OF ATTACHMENTS

J.1 INCORPORATED ATTACHMENTS (*The following forms, located at www.ocp.dc.gov shall be completed and incorporated with the bid.*)

J.2 Standard Contract Provision dated March 2007

J.2.2 E.E.O. Information and Mayor's Order 85-85

J.2.3 Tax Certification Affidavit

J.2.4 First Source Employment Agreement

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 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, which are exempt from the Mayor's Order.)

K.3 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.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.

K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

1) 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:

- (i) those prices
- (ii) the intention to submit a contract, or
- (iii) the methods or factors used to calculate the prices in the contract.

2) 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 Contract opening unless otherwise required by law; and

- 3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.
- (b) Each signature on the bid 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)(1) through (a)(3) above; or
 - 2) 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)(1) through (a)(3) above:

(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);

As an authorized agent, does certify that the principals named in subdivision (b)(2) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the bidder deletes or modifies subparagraph (a)(2) above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

K.6 WALSH-HEALEY ACT

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

- (a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR 50-201.3) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

- (b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2) (41 U.S.C. §40). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (29 U.S.C. §214).

K.7 TAX CERTIFICATION

Each bidder must submit with its bid, a sworn Tax Certification Affidavit, incorporated herein as Section J.2.3.

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, but is not obligated, to award a *single* contract resulting from this solicitation to the responsive and responsible bidder who has the lowest evaluated bid.

L.2 PREPARATION AND SUBMISSION OF BIDS

L.2.1 Bidders shall submit a signed original and two 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: "Bid in Response to Solicitation No. (DCKT-2008-B-0046).**

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 BID SUBMISSION DATE AND TIME

Bids must be submitted no later than 2:00 p.m. as specified in (Section A.9) local time on page 1.

L.4 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.5 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

L.5.1 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 the late receipt at the location specified in the solicitation was caused by mishandling by the District after receipt.

L.5.2 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.5.3 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.5.4 Late Modifications

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

L.5.5 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.6 HAND DELIVERY OR MAILING OF BIDS

DELIVER OR MAIL TO:

**Office of Contracting and Procurement
2000 14th Street, N.W. 3rd Floor
Washington, D.C. 20009**

L.7 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.8 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 **(14 calendar)** days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than **(14 calendar)** 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.9 FAILURE TO SUBMIT BIDS

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the Contracting Officer, Office of Contracting and Procurement, 2000 14th Street, NW 6th Floor, Washington, DC 20009, telephone (202) 671-2200), 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, James Roberts, 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, James Roberts, that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.10 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, which 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, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer.

L.11 SIGNING OF BIDS

L.11.1 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. Erasures or other changes must be initialed by the person signing the bid. 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.11.2 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.12 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.13 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

L.13.1 Name, address, telephone number and federal tax identification number of bidder;

L.13.2 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 bid shall certify its intent to obtain the necessary license,

registration or certification prior to contract award or its exemption from such requirements; and

L.13.3 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.14 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.14.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.14.2 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.14.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.14.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.

L.14.5 Evidence of a satisfactory performance record, record of integrity and business ethics.

L.14.6 Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.14.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations

L.14.8 If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility 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 nonresponsible.

L.15 REQUIREMENT FOR DESCRIPTIVE LITERATURE:

A. Descriptive literature must be furnished as a part of the bid and must be received before the time set for opening bids. The literature furnishes must be identified to show the items in the bid to which it pertains. The descriptive literature is required to establish, for the purpose of bid

evaluation and award, details of the products the bidder proposes to furnish as to design, material, quality, construction and performance characteristics.

- B. Failure of descriptive literature to show that the product offered conforms to the specifications and other requirements of this invitation for bids will require rejection of the bid. Failure to furnish the descriptive literature by the time and date set for receipt of bids will require rejection of the bid, except that if the materials are transmitted by mail and is received late, it may be considered under the provision for considering late bids, as set forth in section L.5 of this invitation for bids.
- C. The Contracting Officer may waive the requirement for furnishing descriptive literature if either of the following occurs:
 - (1) The bidder states in the bid that the product being offered is the same as a product previously or currently being furnished to the District; or
 - (2) The Contracting Officer, on advice of technical personnel, determines that the product offered by the bidder complies with the specification requirements of the current invitation for bids.

L.16 ACCEPTANCE PERIOD

L.16.1 The bidder agrees that its bid remains valid for a period of 120 days from the solicitation's opening date.

L.17 PRE-BID CONFERENCE

L.17.1 A pre-bid conference will be held at 10:00 A.M. on February 27, 2008, at the Office of Contracting and Procurement, 2000 14th Street N.W., Washington, D.C. 20009, Bid Room Third Floor. Prospective bidders will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from bidders on the solicitation document as well as clarify the contents of the solicitation. Attending bidders must complete the Pre-Bid conference attendance roster at the conference so that bidder attendance can be properly recorded.

L.17.2 Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the Pre-Bid Conference are only intended for general discussion and do not represent the District's final position. All oral questions must be submitted in writing following the close of the pre-bid Conference but no later than five working days after the Pre-Bid Conference in order to generate and official answer. Official answers will be

provided in writing to all prospective bidders who are listed on the official bidder's list as having received a copy of the solicitation.

SECTION M: EVALUATION FACTORS

M.1 OPEN MARKET CLAUSES WITH NO SUBCONTRACTING SET-ASIDE (SUPPLIES AND SERVICES)

M.1.1 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 General Preferences

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

- M.2.1.1** Three percent reduction in the bid price or the addition of three 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.2.1.2** Three percent 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.2.1.3** Ten percent 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.2.1.4** Two percent 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;
- M.2.1.5** Two percent 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.2.1.6 Two percent 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.2.2 **Application of Preferences**

The preferences shall be applicable to prime contractors as follows:

M.2.2.1 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.2.2.2 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.2.2.3 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.2.2.4 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.2.2.5 Any prime contractor that is a 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.2.2.6 Any prime contractor that is a DBE 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 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.2.3 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.2.4 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.2.5 Vendor Submission for Preferences

M.2.5.1 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.2.5.1.1 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.2.5.1.2 Evidence of the vendor's or joint venture's 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.2.5.2 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

M.2.5.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.3 EVALUATION CRITERIA

M.3.1 A numerical weight of up to 25% shall be given to the categories of price, time of delivery, compatibility criteria and customer services plan. A single award will be made to the company receiving the highest score for evaluated items 0001 through 0004, based on the responses received in accordance with this Evaluation Criteria.