

<b>SOLICITATION, OFFER, AND AWARD</b>		1. Caption Mailing Services		Page of Pages 1   45	
2. Contract Number	3. Solicitation Number DCKV-2007-B-0012	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 3/8/2007	6. Type of Market <input type="checkbox"/> Open <input checked="" type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside	
7. Issued By: Office of Contracting and Procurement GROUP V 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 3 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 9-Apr-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 Christian C. Nwachukwu		B. Telephone (Area Code) 202 (Number) 724-4236 (Ext)		C. E-mail Address <a href="mailto:christian.nwachukwu@dc.gov">christian.nwachukwu@dc.gov</a>
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### OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 180 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 type="checkbox"/> 10 Calendar days %	<input type="checkbox"/> 20 Calendar days %	<input type="checkbox"/> 30 Calendar days %	<input type="checkbox"/> ___ 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)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation
22. Name of Contracting Officer (Type or Print)		24. Award Date
23. Signature of Contracting Officer (District of Columbia)		



Government of the District of Columbia



Office of Contracting & Procurement

**SECTION B: SUPPLIES OR SERVICES AND PRICE/COST**

**B.1** The Government of the District of Columbia, the Office of Contracting and Procurement (OCP), on behalf of the Department of Motor Vehicles (DMV), is seeking to secure the services of a contractor to provide mailing services, in accordance with the attached Statement of Work, Section C. The DMV mails a large volume of notices, forms, and letters to customers on a daily basis. This information relates to business an individual has conducted with DMV, and may include documentation related to driver licensing, vehicle registration and titling, vehicle inspections, or other activities of the DMV. All of the information is time sensitive and confidential.

**B.2** The solicitation is for the sheltered market only. Bidders must be certified as an LSDBE in the procurement Set-Aside market category described as **General Services (Mailing Services)** in order to be eligible to submit a bid in response to this solicitation.

**B.3** This is a Requirements contract with payment based on fixed-unit price for the services stated below.

**B.4 SERVICE/DESCRIPTION – Base Year**

**PRICE SCHEDULE**

<b>Contract Line Item No.</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Price</b>
<b>0001 (Base Year)</b>	Pick up three (3) categories of mail as described below from the DMV office located at 95 M Street, SW every business day – Monday through Friday - and deliver same to the Post Office for mailing by the next business day following pick-up.  <b>Categories of Mail:</b>  1. Standard 8 ½ x 11 document, must be folded and inserted into a #10 business envelope with a window, posted and mailed.  2. Standard 8 ½ x 11 document, must be folded and inserted into a #10 business envelope with a window along with a #9 return envelope, posted and mailed.  3. Standard 8 ½ x 11 document, must be folded and inserted into a #10 business envelope with a window along with a #9 return envelope and 1-2 inserts, posted and mailed.	<b>500 – 1,000 Pieces of mail</b>	<b>DAILY</b>	\$ _____	\$ _____
		<b>1,001 – 1,500 Pieces of mail</b>	<b>DAILY</b>	\$ _____	\$ _____
		<b>1,501 – 2,000 Pieces of mail</b>	<b>DAILY</b>	\$ _____	\$ _____
		<b>2,001 – 2,500 Pieces of mail</b>	<b>DAILY</b>	\$ _____	\$ _____
		<b>2,501 – 3,000 Pieces of mail</b>	<b>DAILY</b>	\$ _____	\$ _____
		<b>3,001 – 3,500 Pieces of mail</b>	<b>DAILY</b>	\$ _____	\$ _____

**B.5 SERVICE/DESCRIPTION – Option Year One**

**PRICE SCHEDULE**

<b>Contract Line Item No.</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Price</b>
<b>1001</b>	<p>Pick up three (3) categories of mail as described below from the DMV office located at 95 M Street, SW every business day – Monday through Friday - and deliver same to the Post Office for mailing by the next business day following pick-up.</p> <p><b>Categories of Mail:</b></p> <p>3. Standard 8 ½ x 11 document, must be folded and inserted into a #10 business envelope with a window, posted and mailed.</p> <p>4. Standard 8 ½ x 11 document, must be folded and inserted into a #10 business envelope with a window along with a #9 return envelope, posted and mailed.</p> <p>3. Standard 8 ½ x 11 document, must be folded and inserted into a #10 business envelope with a window along with a #9 return envelope and 1-2 inserts, posted and mailed.</p>	<b>500 – 1,000 Pieces of mail</b>	<b>DAILY</b>	\$ _____	\$ _____
		<b>1,001 – 1,500 Pieces of mail</b>	<b>DAILY</b>	\$ _____	\$ _____
		<b>1,501 – 2,000 Pieces of mail</b>	<b>DAILY</b>	\$ _____	\$ _____
		<b>2,001 – 2,500 Pieces of mail</b>	<b>DAILY</b>	\$ _____	\$ _____
		<b>2,501 – 3,000 Pieces of mail</b>	<b>DAILY</b>	\$ _____	\$ _____
		<b>3,001 – 3,500 Pieces of mail</b>	<b>DAILY</b>	\$ _____	\$ _____

**B.6 SERVICE/DESCRIPTION – Option Year Two**

**PRICE SCHEDULE**

<b>Contract Line Item No.</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Price</b>
<b>2001</b>	<p>Pick up three (3) categories of mail as described below from the DMV office located at 95 M Street, SW every business day – Monday through Friday - and deliver same to the Post Office for mailing by the next business day following pick-up.</p> <p><b>Categories of Mail:</b></p> <p>5. Standard 8 ½ x 11 document, must be folded and inserted into a #10 business envelope with a window, posted and mailed.</p> <p>6. Standard 8 ½ x 11 document, must be folded and inserted into a #10 business envelope with a window along with a #9 return envelope, posted and mailed.</p> <p>3. Standard 8 ½ x 11 document, must be folded and inserted into a #10 business envelope with a window along with a #9 return envelope and 1-2 inserts, posted and mailed.</p>	<p><b>500 – 1,000 Pieces of mail</b></p> <p><b>1,001 – 1,500 Pieces of mail</b></p> <p><b>1,501 – 2,000 Pieces of mail</b></p> <p><b>2,001 – 2,500 Pieces of mail</b></p> <p><b>2,501 – 3,000 Pieces of mail</b></p> <p><b>3,001 – 3,500 Pieces of mail</b></p>	<p><b>DAILY</b></p> <p><b>DAILY</b></p> <p><b>DAILY</b></p> <p><b>DAILY</b></p> <p><b>DAILY</b></p> <p><b>DAILY</b></p>	<p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>	<p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>

**B.7 SERVICE/DESCRIPTION – Option Year Three**

**PRICE SCHEDULE**

<b>Contract Line Item No.</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Price</b>
<b>3001</b>	<p>Pick up three (3) categories of mail as described below from the DMV office located at 95 M Street, SW every business day – Monday through Friday - and deliver same to the Post Office for mailing by the next business day following pick-up.</p> <p><b>Categories of Mail:</b></p> <p>7. Standard 8 ½ x 11 document, must be folded and inserted into a #10 business envelope with a window, posted and mailed.</p> <p>8. Standard 8 ½ x 11 document, must be folded and inserted into a #10 business envelope with a window along with a #9 return envelope, posted and mailed.</p> <p>3. Standard 8 ½ x 11 document, must be folded and inserted into a #10 business envelope with a window along with a #9 return envelope and 1-2 inserts, posted and mailed.</p>	<p><b>500 – 1,000 Pieces of mail</b></p> <p><b>1,001 – 1,500 Pieces of mail</b></p> <p><b>1,501 – 2,000 Pieces of mail</b></p> <p><b>2,001 – 2,500 Pieces of mail</b></p> <p><b>2,501 – 3,000 Pieces of mail</b></p> <p><b>3,001 – 3,500 Pieces of mail</b></p>	<p><b>DAILY</b></p> <p><b>DAILY</b></p> <p><b>DAILY</b></p> <p><b>DAILY</b></p> <p><b>DAILY</b></p> <p><b>DAILY</b></p>	<p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>	<p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>

**B.8 SERVICE/DESCRIPTION – Option Year Four**

**PRICE SCHEDULE**

<b>Contract Line Item No.</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Price</b>
<b>4001</b>	<p>Pick up three (3) categories of mail as described below from the DMV office located at 95 M Street, SW every business day – Monday through Friday - and deliver same to the Post Office for mailing by the next business day following pick-up.</p> <p><b>Categories of Mail:</b></p> <p>9. Standard 8 ½ x 11 document, must be folded and inserted into a #10 business envelope with a window, posted and mailed.</p> <p>10. Standard 8 ½ x 11 document, must be folded and inserted into a #10 business envelope with a window along with a #9 return envelope, posted and mailed.</p> <p>3. Standard 8 ½ x 11 document, must be folded and inserted into a #10 business envelope with a window along with a #9 return envelope and 1-2 inserts, posted and mailed.</p>	<p><b>500 – 1,000 Pieces of mail</b></p> <p><b>1,001 – 1,500 Pieces of mail</b></p> <p><b>1,501 – 2,000 Pieces of mail</b></p> <p><b>2,001 – 2,500 Pieces of mail</b></p> <p><b>2,501 – 3,000 Pieces of mail</b></p> <p><b>3,001 – 3,500 Pieces of mail</b></p>	<p><b>DAILY</b></p> <p><b>DAILY</b></p> <p><b>DAILY</b></p> <p><b>DAILY</b></p> <p><b>DAILY</b></p> <p><b>DAILY</b></p>	<p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>	<p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>

## **SECTION C – SCOPE OF WORK**

### **FOLDING, INSERTING AND MAILING SERVICES**

#### **C.1 SCOPE**

The Government of the District of Columbia, the Office of Contracting and Procurement (OCP), on behalf of the Department of Motor Vehicles (DMV), is seeking to secure the services of a contractor to provide mailing services, in accordance with the attached Statement of Work, Section C. The DMV mails a large volume of notices, forms, and letters to customers on a daily basis. This information relates to business an individual has conducted with DMV, and may include documentation related to driver licensing, vehicle registration and titling, vehicle inspections, or other activities of the DMV. All of the information is time sensitive and confidential.

#### **C.1.1 APPLICABLE DOCUMENTS**

NONE

#### **C.1.2 DEFINITION OF TERMS**

NONE

#### **C.2 BACKGROUND**

The Department of Motor Vehicles mails out a variety of different notices, forms, and letters to customers. This material is all preprinted by the DMV. Currently, DMV does not have the staff or the equipment to effectively process this large volume of material, which may range from 500 to 3,500 each day. The agency seeks the services of a firm that can fold, insert and mail a variety of preprinted documents in accordance with the requirements provided below. It is the hope of the DMV that this one year purchase order will include an option for renewal for four additional years.

#### **C.3 REQUIREMENTS:**

C.3.1 DMV mails out a variety of different notices, forms, and letters to customers. This material is all preprinted by the DMV. In general, this material falls into one of the following categories and needs to be handled as described:

C.3.1.1 Standard 8 ½ x 11 document, must be folded and inserted into a #10 business envelope with a window, posted and mailed.

C.3.1.2 Standard 8 ½ x 11 document, must be folded and inserted into a #10 business envelope with a window along with a #9 return envelope, posted and mailed.

C.3.1.3 Standard 8 ½ x 11 document, must be folded and inserted into a #10 business envelope with a window along with a #9 return envelope and 1-2 inserts, posted and mailed.

C.3.2 The majority of the mailings will include:

- 1) Driver License and Vehicle Registration Renewal Notices
- 2) Suspension, Revocation Notices
- 3) Adjudication notices informing individuals their fines are about to double
- 4) Medical Eye Reports
- 5) Disability Placard Notices
- 6) Insurance Notifications
- 7) CDL Notifications
- 8) Appointment Reminders
- 9) Vehicle Inspection notices
- 10) Reinstatement notices

C.3.3 All mails to be sent out are provided by DMV, including all envelopes. Postage is provided by the contractor and billed to DMV as a cost reimbursable item. The contractor shall note that the material provided by DMV to be mailed is not pre-sorted in any manner.

C.3.4 The contractor shall pick up mail at the DMV office at 95 M Street, SW, every business day, Monday-Friday, at a regularly scheduled time mutually agreed to by DMV and the contractor. Mail must be delivered to the Post Office for mailing by the next business day following pick-up from DMV.

C.3.5 The Contractor's invoice shall be set up with two separate line items – one for labor and one for postage. The postage fees are pass-through fees based on number of envelopes mailed at \$.39 each.

**SECTION D: PACKAGING**

**THIS SECTION IS NOT APPLICABLE TO THIS SOLICITATION**

**SECTION E: INSPECTIONS AND ACCEPTANCE**

**THIS SECTION IS NOT APPLICABLE TO THIS SOLICITATION**

## **SECTION F: DELIVERIES OR PERFORMANCE**

### **F.1 TERM OF CONTRACT**

The term of the contract shall be for a period of one (1) 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 the 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 (5) years.

### **F.3 DELIVERABLES**

Not Applicable

## **SECTION G - CONTRACT ADMINISTRATION**

### **G.1 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

**G.1.1** The COTR is responsible for general administration of the Task Order and advising the Contracting Officer as to the Offeror'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:

Name: Sam McFerran  
Title: Management Analyst  
Agency: Department of Motor Vehicles  
Address: 95 M Street SW  
Washington, DC 20024  
Telephone: (202) 698-0693

**G.1.2** It is understood and agreed that the COTR shall not have the authority to make changes in the specifications/scope of work or terms and conditions of the contract.

**G.1.3** Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer (CO), 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.2 INVOICE PAYMENT**

**G.2.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for labor and reimburse all postage at \$0.39 cents per mail.

**G.2.2** The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

**G.2.3**      **INVOICE SUBMITTAL**

**G.2.3.1**      The Contractor shall submit proper invoices on a monthly basis. 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.1.1 above. The address of the CFO is:

**Name:**            OCFO Accounts Payable

**Address:**        OCFO Accounts Payable  
                                  2000 14th Street, NW, 6th Floor  
                                  Washington, DC 20009  
                                  United States

**Telephone:**    202-671-2741

**G.2.3.2**      To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

**G.2.3.3**      Contractor's name, Federal tax ID and invoice date (Offerors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);

**G.2.3.4**      Contract number and invoice number;

**G.2.3.5**      Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

**G.2.3.6**      Other supporting documentation or information, as required by the Contracting Officer;

**G.2.3.7**      Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

**G.2.3.8**      Name, title, phone number of person preparing the invoice;

**G.2.3.9**      Name, title, phone number and mailing address of the person to be notified in the event of a defective invoice; and

**G.2.3.10**     Authorized signature.

**G.2.3.11**     Provide along with invoices copies of all work orders and work completion verifications.

**G.2.3.12** The Contractor shall set up the invoice with separate items – one item shows labor costs, and the second item shows postage costs.

**G.3** **ASSIGNMENT OF CONTRACT PAYMENTS**

**G.3.1** 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.3.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

**G.3.3** 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.4** **CONTRACTING OFFICER (CO)**

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

*Sheila D. Mobley  
Contracting Officer  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street, NW  
Telephone: 202-724-4757*

**G.5** **AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

**G.5.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

**G.5.2** 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.5.3** 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.6 AUTHORIZED REPRESENTATIVE OF THE CONTRACTING OFFICER**

**G.6.1** 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. It is understood and agreed that the COTR shall not have authority to make changes in the scope or terms and conditions of the contract.

The COTR for this contract is:

Name: Sam McFerran  
Title: Management Analyst  
Agency: Department of Motor Vehicles  
Address: 95 M Street SW  
Washington, DC 20024  
Telephone: (202) 698-0693

**G.6.2** It is understood and agreed that the COTR shall not have authority to make any changes in the specifications/scope of work or terms and conditions of the contract.

**G.7** Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer, and 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.

THE RESULTANT CONTRACTOR IS HEREBY FOREWARNED THAT, ABSENT THE REQUISITE AUTHORITY OF THE COTR TO MAKE ANY SUCH CHANGES, 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.8 CONTACT PERSON FOR PROCUREMENT INFORMATION**

Christian C. Nwachukwu  
Contract Specialist  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street, NW  
Washington, D.C. 20001  
Telephone No. 202-724-4236  
E-mail: [christian.nwachukwu@dc.gov](mailto:christian.nwachukwu@dc.gov)

## **SECTION H: SPECIAL CONTRACT REQUIREMENTS**

### **H.1 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the Wage Determination (**2005-2104, Revision 1, 8/22/06**), 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 **Attachment J.1.1** of this IFB. 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 GRATUITIES**

**H.2.1** It is a breach of ethical standards for a payment, gratuity, or offer of employment to be made by or on behalf of a subcontract or order. The District of Columbia may terminate any contract if it is determined that gratuities of any kind were offered/received by any officials, employees or agents of the Contractor. (Chapter 18 of the D.C. Personnel Regulations).

### **H.3 OTHER CONTRACT TERMS AND CONDITIONS**

**H.3.1** The following sections address the terms and conditions not otherwise covered in the preceding subsections of this Contract.

### **H.4 PUBLICITY**

**H.4.1** The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractor 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.4.2** If the Contractor or any of its subcontractors publishes a work dealing with any aspect of performance under the Contract, or the results and accomplishments attained in such performance, the District shall have a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.

## **H.5 CONFLICT OF INTEREST**

**H.5.1** No official or employee of the District and no other public official of the District of Columbia or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. (DC Procurement Practices Act of 1985, D.C. Law 6-85 and Chapter 18 of the DC Personnel Regulations).

**H.5.2** The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that, in the performance of the contract, no person having any such known interests shall be employed.

## **H.6 TITLES NOT CONTROLLING**

**H.6.1** Titles of paragraphs used herein are for the purpose of facilitating ease of reference only and shall not be construed to infer a contractual construction of language.

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

**H.7.1** During the performance of the contract, the Contractor and any of its sub-Contractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with disability. See 42 U.S. Code 12101 Et seq.

## **H.8 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.**

**H.8.1** During the performance of the contract, the Contractor and any of its sub Contractors 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. Code 794 (1983) Et seq.

## **H.9 AUDITS, RECORDS, AND RECORD RETENTION**

**H.9.1** At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. For cost reimbursement contracts, any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the District Government and an overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.

- H.9.2** The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices that sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation.
- H.9.3 The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.
- H.9.4 The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.
- H.9.5 Persons duly authorized by the Contracting Officer shall have full access to and the right to examine any of the Contractor's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- H.9.6 The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

**H.10 STANDARDS OF CONDUCT**

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary. The Contractor is also responsible for ensuring that his employees do not disturb papers on desks, open desk drawers or cabinets, or use Government telephones, computers or any office equipment except as authorized.

**H.11 CRIMINAL LIABILITY**

It shall be understood by the Contractor that disclosures of information relating to the work or services provided under this contract requirement to any person not entitled to receive it, or failure to safeguard any classified information that may come to the Contractor or any person under the Contractor's control in connection with the work under this contract, may subject the Contractor, his agents or employees to criminal liability.

**H.12 BIDDER'S RESPONSIBILITIES**

As specified in Sections C above. Contractor shall provide staff (labor) for performing the required services. Processing of all materials picked up will be done at the Contractor's own facility.

**H.13 DISTRICT'S RESPONSIBILITIES**

All materials to be mailed, including the envelopes, will be provided by the DMV

The DMV will work with the Contractor to reasonably prepare the material for effective processing by the Contractor (i.e., DMV will ensure that the mailing requirements for each batch of material are clearly identified, and the material is available for pick-up at the designated pick-up site and at the agreed-upon time.)

**H.14 LSDBE CERTIFICATION**

Every Bidder must attach a copy of its LSDBE Certification with its bid in order to be considered for award.

## **SECTION I: CONTRACT CLAUSES**

### **I.1 CONTRACTS THAT CROSS FISCAL YEARS**

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

### **I.2 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.3 DISCLOSURE OF INFORMATION**

No information regarding the Contractor's performance of the contract shall be disclosed to anyone other than District Government personnel unless written approval is obtained in advance from the Contracting Officer. Documents or data submitted under the contract are subject to disclosure under the Freedom of Information Act, D.C. Code 1-1521 and other applicable disclosure statutes.

### **I.4 CERTIFICATES OF INSURANCE**

**I.4.1** 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

- I.4.2** The Contractor shall submit certificates of insurance giving evidence of the required coverage listed below, prior to commencing work. Evidence of insurance:
- I.4.2.1 Commercial General Liability Insurance**, \$1,000,000 limits per occurrence, District added as an additional insured.
- I.4.2.2 Automobile Liability Insurance**, \$1,000,000 per occurrence combined single limit.
- I.4.2.3 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.4.2.4 Errors and Omissions Liability Insurance**, \$1,000,000 limits per claim.
- I.4.3** Copies of all certificates of insurance shall be submitted within fourteen (14) days of the Task Order award and 14 days after award of each option year to:

Christian C. Nwachukwu, Sr., Contract Specialist  
Professional Services and Public Safety Cluster  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street, NW Suite 700 South  
Washington, DC 20001  
(202) 724-4236 (Direct) (202) 727-0245 (facsimile)  
[Christian.nwachukwu@dc.gov](mailto:Christian.nwachukwu@dc.gov)

**I.5 ORDER OF PRECEDENCE**

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Offeror’s Proposal and BAFO; 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.).

**I.6 TYPE OF OFFER**

The District proposes to enter into a firm-fixed unit price requirements type contract for the items described herein. The District reserves the right to make up to three (2) awards from this solicitation.

**I.7 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated November 2004 is incorporated as part of the contract resulting from this solicitation.

**I.8**            **CANCELLATION CEILING**

In the event of cancellation of the contract because of non-appropriation of funds for fiscal year beginning October 1, 2005, there shall be a cancellation ceiling of \$0 zero dollars representing reasonable production and nonrecurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

**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 forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as **Attachment J.2**. An award cannot be made to any bidder who has not satisfied the equal employment requirements as set forth by the Department of Human Rights and Local Business Development.

**I.10**          **RIGHTS IN DATA**

I.10.1        “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.10.2        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.10.3        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.10.4 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.10.5 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.
- I.10.6 The District shall 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, not withstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
  - I.10.6.1 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.10.6.2 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.10.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and
  - I.10.6.4 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.10.7 The restricted rights set forth in section I.6.6 are of no effect unless  
(i) the data is marked by the Contractor with the following legend:

**RESTRICTED RIGHTS LEGEND**

Use, duplication, or disclosure is subject to restrictions stated in Contract No. \_\_\_\_\_  
With \_\_\_\_\_ (Contractor's Name) and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or 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.10.8 In addition to the rights granted in Section I.6.9 below, 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.6.9 below, 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.10.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use Section I.10 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.10.10 For all computer software furnished to the District with the rights specified in Section I.10.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.10.5. For all computer software furnished to the District with the restricted rights specified in Section I.11.6, 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 the

court if competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

- I.10.11 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.10.12 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.
- I.10.13 Paragraphs I.11.6, I.11.7, I.11.8, I.11.11 and I.11.13 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.11 STANDARDS OF RESPONSIBILITY**

- I.11.1 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.
- I.11.2 Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- I.11.3 Furnish 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.
- I.11.4 Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- I.11.5 Furnish evidence of compliance with the applicable District licensing, tax laws and regulations.
- I.11.6 Furnish evidence of a satisfactory performance record, record of integrity and business ethics.

- I.11.7 Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- I.11.8 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 nonresponsible.

**I.12 TIME**

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

**I.13 RESTRICTION ON DISCLOSURE AND USE OF DATA**

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

(a) Mark the title page with the following legend:

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

- (b) Mark each sheet of data it wishes to restrict with the following legend:  
"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this bid.

**I.14 FIRST SOURCE EMPLOYMENT AGREEMENT**

The Contractor shall maintain compliance with the terms and conditions of the First Source Employment Agreement (Attachment J.3) executed between the District of Columbia and the Contractor throughout the entire duration of the contract, including option periods if any.

**I.15 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated November 2004, the District of Columbia Procurement Practices Act of 1985, as amended, and Title 27 of the District of Columbia Municipal Regulations, as amended, are incorporated as part of the contract resulting from this solicitation.

**I.16 CONTINUITY OF SERVICES**

I.16.1 The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District Government or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

I.16.1.1 Furnish phase-out, phase-in (transition) training; and

I.16.1.2 Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

## **SECTION J - ATTACHMENTS**

### **J.1 ATTACHMENT**

**J.1.1** Wage Determination No2005-2104, Revision No. 1, date of last revision: 08/22/06.

**J.2** **INCORPORATED ATTACHMENTS** (*The following forms, located at [www.ocp.dc.gov](http://www.ocp.dc.gov) shall be completed and submitted with the offer.*)

**J.2.1** LSDBE Certification Package

**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 OFFERORS**

**K.1 AUTHORIZED NEGOTIATORS**

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

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**K.2 TYPE OF BUSINESS ORGANIZATION**

**K.2.1** The offeror, by checking the applicable box, represents that

(a) It operates as:

a corporation incorporated under the laws of the State of:

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an individual,  
a partnership,  
a nonprofit organization, or  
a joint venture.

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

an individual,  
a joint venture, or  
a corporation registered for business in  

---

(Country)

**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 offeror 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.

Offeror \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

Offeror \_\_\_\_ has \_\_\_\_ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Offeror \_\_\_\_ has \_\_\_\_ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subofferors. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

**K.4 BUY AMERICAN CERTIFICATION**

The offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (See Clause 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.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION**

Each offeror 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.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

(a) Each signature of the offeror 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 offeror 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 offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and
  - 3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract 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 offeror'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:

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***(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 offeror's organization);***

As an authorized agent, does certify that the principals named in subdivision (b)(2) 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 offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**K.7 TAX CERTIFICATION**

Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.2.3.

**K.8 METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE**

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

If authorized by the bidder(s) resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.

- A. Any member utilizing such contract(s) will place its own order(s) with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- B. A negative reply will not adversely affect consideration of your Bid.
- C. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contractor(s).
- D. Each participating jurisdiction has the option of executing a separate contract with the awardees. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee(s), the awardee(s) may withdraw its extension of the award to that jurisdiction.
- E. The issuing jurisdiction shall not be held liable for any costs or Damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardees.

In pricing section of contract:

**BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:**

<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>	<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>
___	___	Alexandria, Virginia	___	___	Met. Wash. Airports Authority
___	___	Alexandria Public School	___	___	Met. Wash. Council of Government
___	___	Arlington County, Virginia	___	___	Montgomery College
___	___	Arlington County Public School	___	___	Montgomery County, Maryland
___	___	Bowie, Maryland	___	___	Mont. County Public Schools
___	___	Charles County Public Schools	___	___	Prince George's County, Maryland
___	___	College Park, Maryland	___	___	Prince George's Public Schools
___	___	Culpeper County, Virginia	___	___	Prince William County, Virginia
___	___	District of Columbia	___	___	Prince William Public Schools
___	___	District of Columbia Courts	___	___	Prince William County Service Authority
___	___	District of Columbia Public Schools	___	___	Rockville, Maryland
___	___	D.C. Water & Sewer Authority.	___	___	Spotsylvania County Schools
___	___	Fairfax, Virginia	___	___	Stafford County, Virginia
___	___	Fairfax County, Virginia	___	___	Takoma Park, Maryland
___	___	Fairfax County Water Authority	___	___	Vienna, Virginia
___	___	Falls Church, Virginia	___	___	Wash. Metro. Area Transit Authority
___	___	Fauquier City. Sch. & Govt., VA	___	___	Wash. Suburban Sanitary Comm.
___	___	Frederick County, Maryland	___	___	Winchester Public Schools
___	___	Manassas Public Schools	___	___	Herndon, Virginia
___	___	Gaithersburg, Maryland	___	___	Loudoun County, Virginia
___	___	Greenbelt, Maryland	___	___	
___	___	Manassas, Virginia	___	___	
___	___	MD-Nat. Cap. Park & Plng. Comm.	___	___	

\_\_\_\_\_  
Vendor Name

**K.9 EMPLOYMENT AGREEMENT**

By submission of its offer, the Offeror certifies and agrees that, for all offers over \$100,000, except for those in which the Offeror is located outside the Washington Metropolitan Area and will perform no work in the Washington Metropolitan Area (see Clause 28 of the Standard Contract Provisions), one of the primary goals of the District government is the creation of job opportunities for bona fide District residents. Accordingly, the Offeror agrees to pursue the District's following goals for utilization of bona fide residents of the District of Columbia with respect to this contract and in compliance with Mayor's Order 83-265: (1) at least 51% of all new jobs created as a result of this contract are to be performed by employees who are residents of the District of Columbia and (2) at least 51% of apprentices and trainees, if any, shall be residents of the District of Columbia registered in programs approved by the D.C. Apprenticeship Council. The Offeror also agrees to notify all perspective subcontractors, prior to execution of any contractual agreements, that the subcontractors shall implement the above requirements in their own employment practices. The Offeror understands and will comply with the

requirements of The Volunteer Apprenticeship Act of 1978, D.C. Code sec. 36-401 et seq., and the First Source Employment Agreement Act of 1984, D.C. Code sec. 1-1161 et seq. The Offeror certifies that it shall enter into a First Source Employment Agreement with the District of Columbia Department of Employment Services (DOES). Under this First Source Employment Agreement, the Offeror will use DOES as the first source for recruitment and referral of any new employees. The Offeror shall negotiate the First Source Employment Agreement directly with DOES. Nothing in this certification or the First Source Employment Agreement shall be construed as requiring the Offeror to hire or train persons that it does not require for this contract, or that it does not consider qualified based on standards the Offeror applies to all job Offerors.

## **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 multiple contracts resulting from this solicitation to the responsive and responsible bidder(s) who has/have the lowest bid(s).

### **L.2 PREPARATION AND SUBMISSION OF BIDS**

- L.2.1** Bidders shall submit a signed original and three (3) 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. DCKV-2007-B-0012"**
- 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 FAMILIARIZATION WITH CONDITIONS (SERVICES)**

Bidders shall thoroughly familiarize themselves with the terms and conditions 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.4 BID SUBMISSION DATE AND TIME**

Bids must be submitted no later than 2:00 P.M. local time on April 9, 2007.

**L.5 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.6 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS**

**L.6.1** 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.6.2 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.6.3 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.6.4 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.6.5 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.7 HAND DELIVERY OR MAILING OF BIDS**

Bidders must deliver or mail their bids to the address in Section A.8 of the cover page.

#### **L.8 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.9 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 10 days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than 10 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.10 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, 441 4<sup>th</sup> Street, N.W., 700 South, Washington, D.C. 20001, phone number: 202-724-4757, 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, Office of Contracting and Procurement, 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, Office of Contracting and Procurement, that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

## **L.11 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.12 SIGNING OF BIDS**

**L.12.1** 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.12.2** 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.13 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.14 BIDS WITH OPTION YEARS**

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

**L.15 LEGAL STATUS OF BIDDER**

Each bid must provide the following information:

**L.15.1** Name, address, telephone number and federal tax identification number of bidder;

**L.15.2** 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.15.3** 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.16 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.16.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

**L.16.2** 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.16.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

**L.16.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.

**L.16.5** Evidence of a satisfactory performance record, record of integrity and business ethics.

**L.16.6** Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

**L.16.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations

**L.16.8** 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.17 OTHER BIDDER REQUIREMENTS**

**L17.1** The Bidder shall provide documentation that details the experience and specialized skills necessary to accomplish the services outlined in Section C. Specifically, the Bidder shall have, at least, three (3) years of proven documentation showing their ability and knowledge of mailing services.

**L.17.2** The Bidder provides 3 letters of reference from a minimum of 3 employers or other contracts in which the Bidder has performed similar work in the past five (5) years. Work is similar, if the function, responsibilities, and duties of the Bidder are essentially the same as the required services described in C.3.; and

**L.17.3** The Bidder provides a list of two (2) previous or current clients for which the Bidder provided identical or similar work within the last five years other than those clients who are providing reference letters as requested above. Include the Name of Company, Title and Description of the Project, Contract Number, Dollar Amount, and Period of Performance, Name of the Contact Person and Title, and Telephone Number and email address, and a copy of the performance evaluation review conducted by the customer.

**L.18 PRE-BID CONFERENCE**

There will be no pre-bid conference. However, Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given are only intended for general discussion and do not represent the District's position. All verbal/phone questions must be directed to the person identified in Section G.8 above.

**L.19 LSDBE SET ASIDE**

This solicitation is for the LSDBE Market only. Bidders must include with their bid a copy of their LSDBE Certification.

**L.20 HAND DELIVERY OR MAILING OF BIDS**

One (1) original and three (3) complete printed copies delivered or mailed to:

Office of Contracting and Procurement  
Bid Room  
441 4<sup>th</sup> Street, NW, Suite 703 South  
Washington, D.C. 20001

**SECTION M:            EVALUATION FACTORS**

**A.        CLAUSES FOR PROCUREMENTS RESTRICTED TO THE SBE SET-ASIDE MARKET**

**1.        Designation of Solicitation for the Small Business Set Aside Market Only**

This Invitation for Bids is designated for certified small business enterprise (SBE) bidders only under the provisions of “The Equal Opportunity for Local, Small and Disadvantaged Business Enterprises of 1998, D.C. Law 12-268 (the “Act”, as used in this section) and “The Equal Opportunity for Local, Small and Disadvantaged Businesses Amendment Act of 2000 (the “Amendment”), D.C. Law 13-169.

An SBE must be certified as small in the procurement category of **General Services** in order to be eligible to submit a bid in response to this solicitation.

**2.        Subcontracting by Certified Small Business Enterprises**

Not Applicable

**3.        Vendor Submission of Certification**

Any vendor seeking to submit a bid as a small business enterprise (SBE) in response to this solicitation must submit one of the following at the time of, as part of its bid:

- a.        A copy of the SBE letter of certification from the Local Business Opportunity Commission (LBOC); or
- b.        A copy of the sworn notarized Self-Certification Form prescribed by the LBOC along with an acknowledgement letter issued by the Director of the LBOC.

Bids from vendors that are not certified as small business enterprises through one of the means described in subparagraphs (a) or (b) of this clause will not be considered. Bidders must submit the required evidence of certification or self-certification at the time of submission of bids.

Refer to J.2.1 for the Self-Certification Package.

In order to be eligible to submit a bid, or to receive any preferences under this solicitation, any vendor seeking self-certification must complete and submit the forms to:

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

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

**4. Penalties for Misrepresentation**

Any material misrepresentation on the sworn notarized self-certification form could result in termination of the contract, the Contractor's liability for civil and criminal action in accordance with the Act, and other District laws, including debarment.

**5. Preferences in the SBE Set-Aside Market (for evaluation purposes only)**

For evaluation purposes only, a certified small business enterprise (SBE) that is also certified by the LBOC as a local business enterprise (LBE) will receive a four percent (4%) reduction in the bid price for a bid submitted in response to an Invitation for Bids (IFB) or the addition of four points on a 100-point scale added to the overall score for proposals submitted in response to a Request for Proposals (RFP).

A certified small business that is also certified by the LBOC as a disadvantaged business enterprise (DBE) will receive a three percent (3%) reduction in the bid price for a bid submitted in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted in response to a RFP.

A certified small business that is also certified by the LBOC as a resident business ownership (RBO), as defined in Section 2(a)(8A) of the Amendment, will receive a three percent (3%) reduction in the bid price for a bid submitted in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted in response to an RFP.

A certified small business that is also certified by the LBOC as an enterprise zone, as defined in Section 2(5) of the Act and in 27 DCMR 899, 39 DCR 9087-9088 (December 4, 1992), will receive a two percent

(2%) reduction in the bid price for a bid submitted 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 such business enterprise in response to an RFP.

The maximum total preference under the SBE Set-Aside Program is twelve percent (12%) reduction in bid price for bids submitted in response to an IFB or the addition of 12 points on a 100-point scale added to the overall score for proposals submitted in response to an RFP. The District shall award the preference points based only on whether the SBE prime contractor is also a LBE, DBE, RBO or business located in an enterprise zone. There shall be no points awarded for subcontracting by the SBE prime contractor to a LBE, DBE, RBO or business located in an enterprise zone.

**6. SBE Joint Ventures**

Not Applicable.

**M.2 EVALUATION STANDARDS**

**Factor: Capabilities**

Description: This factor considers the Bidder's demonstrated ability to comply with the required level of service; experience and technical skills, or the ability to obtain them.

This standard is met when:

- a) The Bidder provides documentation that details the experience and specialized skills necessary to accomplish the services outlined in Section C. Specifically, the Bidder shall have, at least, three (3) years of proven documentation showing their ability and knowledge of mailing services.

**Factor: Past Performance**

Description: This factor considers the Bidder's past performance in performing services similar to the required services as described in Section C of this Solicitation. This factor includes an examination of the quality of services provided, timeliness in service delivery, business practices, and overall satisfaction with the Bidder's performance

The standard is met when:

- a) The Bidder provides 3 letters of reference from a minimum of 3 employers or other contracts in which the Bidder has performed similar work in the past five (5) years. Work is similar, if the function, responsibilities, and duties of the Bidder are essentially the same as the required services described in C.3.; and
- b) The Bidder provides a list of two (2) previous or current clients for which the Bidder provided identical or similar work within the last five years other than those clients who are providing reference letters as requested above. Include the Name of Company, Title and Description of the Project, Contract Number, Dollar Amount, and Period of Performance, Name of the Contact Person and Title, and Telephone Number and email address, and a copy of the performance evaluation review conducted by the customer.

**M.3 EVALUATION FOR AWARD**

The contract will be awarded to the responsible Bidder whose bid is most advantageous to the District, based upon the evaluation criteria specified below.

**M.3.1 Technical Criteria 70 Points**

Capabilities	40
Past Performance	30

**M.3.2 Price Criteria 30 Points**

Price	30
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The bid price must include a breakout of hourly rates.

The Bidder with the lowest price will receive the maximum price points. All other bids will receive a proportionately lower total score. The following formula will be used to determine each Offeror's evaluated price score:

$$\frac{\text{Lowest Bid Price}}{\text{Bid Price Being Evaluated}} \times \text{Weight} = \text{Evaluated Price Score}$$

**M.3.3 Preference Points 12 Points**

**TOTAL POINTS 112 Points**

**M.4      EVALUATION OF OPTION YEARS**

The District will evaluate offers 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 executed.