

SOLICITATION, OFFER, AND AWARD		1. Caption Office Supplies, Copier Paper, Toner, Classroom Supplies		Page of Pages 1 83	
2. Contract Number	3. Solicitation Number DCPO-2009-B-0017	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 8/21/2009	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 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 Room 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 Room, Washington, DC until 10:00 a.m. local time 14-Sep-09
(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 GAIL SMITH	B. Telephone			C. E-mail Address GAIL.SMITH@DC.GOV
		(Area Code) 202	(Number) 724-4791	(Ext)	

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OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 30 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

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

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

15A. Name and Address of Offeror	16. Name and Title of Person Authorized to Sign Offer/Contract		

15B. Telephone		15 C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>	17. Signature	18. Offer Date
(Area Code)	(Number) (Ext)			

AWARD (TO BE COMPLETED BY GOVERNMENT)

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



Government of the District of Columbia

Office of Contracting & Procurement

SECTION B: SUPPLIES OR SERVICES AND PRICES

- B.1** The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of various agencies throughout the District seeks a Contractor(s) to provide office supplies, copier paper, toner, and classroom supplies in accordance with the requirements of this solicitation.
- B.2** The District contemplates award of citywide requirements term contracts based on fixed unit prices and discount structures.

B.3 REQUIREMENTS

The District of Columbia is soliciting Bids from qualified companies to enter into a Term Contract for a complete line of office and classroom supplies, toner, paper and related services (herein "Products"). All products offered must be new or recycled, latest design and technology and from the most current product lines. While our specifications are outlined in this request, bidders who cannot meet specific requirements should include in their responses alternative specifications together with an explanation regarding why they could not meet the District's desired standards.

The Contractor(s) shall deal directly with any District agency (herein "Participating Public Agency") concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, and payment. The District is acting as "Contracting Agent" for the Participating Public Agencies and shall not be held liable for any costs, damages, etc. incurred by any other Participating Public Agency.

Evaluation Summary:

Quantities provided are estimates to be used for evaluation purposes only in order to determine low bid from an overall total per section. The unit prices bid will be firm for the first 12 months of this contract with the exception of the paper core list. The prices provided must be for the exact manufacturer's number, UPC and unit of measure. Quoting products via unit of measure conversion is not permitted. Do not substitute unless it is generic. When substituting with a generic product, the proposed substitute must be of the same quality of specification and same exact unit of measure. Generic items bid are to be identified in the core lists with an "X" in the column marked "Equivalent or Better" and the manufacturer name, part number, description, catalog page # and UPC number must be provided.

The District will purchase its requirements of the articles or services included herein from the successful bidder.

- a) Delivery and/or performance shall be made only as authorized in accordance with the Ordering Clause, G.10. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.

- b) There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.
- d) The Contractor shall resolve discrepancies in orders delivered which include but are not limited to damaged products and incorrect items. Any discrepancy in orders shall be resolved within ten days from the day the COTR notifies the Contractor in writing.

The subsequent contract shall be construed to be in accordance with and governed by the laws of the District of Columbia.

B.4 PRICE SCHEDULE – SEE ATTACHMENTS – J.1.1through J.1.5

B.4.1 PRICING STRUCTURE

The pricing structure shall be in the following format:

- A. State if the quoted price for each Product category is the most favorable pricing offered by your company to state and local agencies nationwide.
- B. Propose a plan to adjust pricing as market condition change in accordance.
- C. Detail any additional pricing incentive that may be available such as large volume purchases by District Agencies;
- D. Quote a fixed price for each of the items in the Core Lists shown as Attachments J.1.1 through J.1.3 for a period of 12 months from date of award. The paper products core list pricing shall be eligible for modification following the first six months of the contract and every six months thereafter. See Section F.2.5 for option year pricing and for 6 month increments with regard to core paper products.
- E. Quote a discount of published list price for all other items in Office Supplies, Paper, Toner and Classroom Supplies catalogs from your company on Attachments J.1.4 and J.1.5.

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of various agencies throughout the District seeks a Contractor to provide office supplies, copier paper, toner, and classroom supplies in accordance with the requirements of this solicitation at fixed unit prices.

Multiple awards may be made as a result of this IFB. Multiple Awards will ensure that any ensuing contracts will allow suppliers to fulfill current and future requirements of the diverse and large number of Participating Public Agencies. Participating Public Agencies will buy directly from successful bidders without the need for further solicitation.

Category A, Category B and Category C found in Section C.4 of this Invitation for Bid will form the basis for the establishment of a requirements contract(s) for an initial term of one year with four one-year option renewals. The District reserves the right to award one or more contracts in the best interest of the District.

The successful Contractor for any or all awards shall provide all stock, supplies, labor, supervision, packing, equipment and delivery necessary to satisfactorily provide goods and services as specified herein.

The requirements contract(s) awarded from Category A through C will be available to all agencies of the District of Columbia Government, and all ordering agencies shall be required to use this contract(s) as a required supply source.

C.2 BACKGROUND

Various agencies of the Government of the District of Columbia purchase office supplies, copier paper, toner, and classroom supplies for official business on a continuous basis. Additionally, it is the District's policy to purchase environmentally preferable products and services to the maximum extent possible and feasible.

Agencies throughout the District under the purview of the Office of Contracting and Procurement currently are purchasing from various sources and are missing opportunities for economies associated with volume purchasing. The establishment of a requirements contract for the provision of office supplies, copier paper, toner and classroom supplies will allow for ease of ordering, the achievement of economy of scale pricing and highest and best use of technology through the ordering process.

The aggregate estimated dollar volume of items purchased under the proposed Requirements Contract(s) is \$20+ Million annually, based on the anticipated volume of the Lead Public Agency (Office of Contracting and Procurement) and a sample of District agencies. The District is committed to using the Requirements Contract(s) and mandating its use among other District agencies.

C.3. OBJECTIVES

This IFB is intended to achieve the following objectives:

- A. Provide a comprehensive competitively solicited Agreement offering Products and Services to District agencies;
- B. Establish the Agreement as Contractor's primary offering to District agencies;
- C. Achieve cost savings for Contractor(s) through a single bid process that eliminates the need for multiple District bids and multiple responses by Contractors;
- D. Combine the volumes of District agencies to achieve cost effective pricing; and
- E. Reduce the administrative and overhead costs of Contractors and government agencies through state of the art ordering and delivery systems.

C.4 GENERAL DEFINITION OF PRODUCTS

- A. **Office Supplies, Paper Products, and Toner Products**- The complete catalog of Office supplies, paper products (recycled and virgin), toner and printer cartridges (recycled and virgin) and supplemental items (furniture, electronics etc.) available from the Contractor;
- B. **Classroom Supplies**- The complete catalog of Classroom supplies, products and accessories available from the Contractor;
- C. **Core Products**- A list of office, paper and classroom high-use items from Product Categories A and B above.
 - C.1: Office Supplies
 - C.2: Paper Products
 - C.3: Classroom Supplies

C.5 REQUIREMENTS

C.5.1 The Contractor shall provide and include all items necessary to provide all requested office supplies, copier paper, toner, and classroom supplies for agencies in the District of Columbia in accordance with Attachments J.1.1 through J.1.5.

C.5.2 Only Contractors meeting the following minimum standards should submit bids:

- (a) Strong presence easily recognized by District agencies;
- (b) Sales force easily accessible by District agencies;
- (c) A distribution network having capacity to deliver Products, free of charge, in a timely manner to District agencies;

- (d) A full range of Products to meet varying requirements of District agencies;
- (e) Demonstrated market with bulk purchasing power, capacity and commitment to guarantee lowest government pricing;
- (f) Existing capacity to provide toll-free telephone and state of the art electronic, facsimile and internet ordering and billing;
- (g) A support system to provide assistance to District agencies.

C.5.3 The Contractor shall provide details of its company's management capabilities and a brief narrative which demonstrates its ability to implement activities in accordance with the statement of work. The narrative statement shall include the following:

- (a) A brief history and description of your company;
- (b) Total number and location of sales persons employed by your company;
- (c) Number and location of distribution outlets (if applicable);
- (d) Number and location of support centers (if applicable);
- (e) Annual sales for 2007 and 2008;
- (f) Current Federal Identification Number and latest Dun & Bradstreet report.
- (g) Number and location of retail stores, as applicable.

C.5.4 The Contractor shall provide and maintain a website that will contain at a minimum, price, description, manufacturer part number, supplier part number, 7-digit NIGP code, picture of the item to be procured as well as its environmentally preferred product classification, i.e., green status. The website shall be accessible by the District's Procurement Automated Support System (PASS) from the "go-live" date for this contract, using real-time commercial extensible markup language (cXML) protocol. PASS is built on the Ariba Spend Management software suite. The District will provide additional details regarding usage of cXML upon request and reserves the right to add additional interface requirements. The electronic catalog must be searchable, and provide the ability to exclude certain products from view/selection by District agencies at the discretion of the District.

C.5.5 The Contractor shall provide how the company handles backorders (e.g. notification with expected deliver, recommended substitutes, automatic substitutes, etc.).

C.5.6 The Contractor shall provide information that supports the following:

C.5.6.1 Distribution

- (a) Describe how your company proposes to distribute the Products District-wide;
- (b) Identify all other companies that will be involved in processing, handling or shipping the Product to the end user;
- (c) State the effectiveness of the proposed distribution in providing the lowest cost to the end user;
- (d) Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable;
- (e) State the company's standard delivery time and any options, including desktop delivery costs for expedited delivery and return policies.

- (f) Explain how your company proposes to resolve any complaints, issues or challenges;
- (g) Please submit the resume of the person your company proposed to serve as the Accounts Manager.

C.5.6.2 Products

- (a) Provide a description of the Products to be provided by the major product category set forth in Sections C.4 A through C. The primary objective is for each contractor to provide its entire catalog of products so that participating District agencies may order a broad range of products as appropriate for their needs.
- (b) Describe any special programs that your company offers that will improve customers' ability to access products, such as retail store availability, on-time delivery or other innovative strategies.
- (c) State your fill rate (delivery of product with one day of order), for office supplies, paper and classroom supplies in Section C.4.C . If less than 98% guaranteed fill rate, specify fill rate and explain how you can achieve 98%.
- (d) For non-core items, specify guaranteed fill rate by product category specified in Section C.4 A & B.
- (e) State backorder policy. Do you fill or kill order and require Agency to reorder if item is backordered?

C.6 DC Environmental Specifications

C.6.1 Office Supplies

The District of Columbia is dedicated to procuring Environmentally Preferable Products that have a lesser or reduced negative effect on human health and the environment. Furthermore, the District is obligated to procure paper with specific minimum post-consumer recycled contents, as dictated by the Sierra Club Agreement of 2002 (Attachments J.1.6 and J.1.7). The District of Columbia recognizes that including environmentally preferable paper and paper-related products and remanufactured toner cartridges in city-wide contracts can spur the development of EPP markets, while conserving natural resources, and reducing the District's contribution to the waste stream. As part of the District's effort to maximize purchase of EPP, suppliers are required to provide products that meet designated environmental specifications. All bidders are required to include as part of their bid the following environmental and pricing information for each item on the Paper Core List:

Paper Products

C.6.1.2 The Contractor shall submit in their Paper Products Core Bid Pricing, paper products that contain at minimum 30% post-consumer recycled content and some or all of the following specifications:

- a. Paper products that are Processed Chlorine Free (PCF).
- b. Paper products that contain at minimum 30 %, 40%, 50% or 100% post consumer recycled content.
- c. Paper products that have earned either Green Seal or Forest Stewardship Council certification.

Toner Products

C.6.1.3 The Contractor shall furnish New and Remanufactured Toner Cartridges.

C.6.1.4 The Contractor shall list the names of all toner manufacturer's which they can provide and provide certification that toner meets all environmental quality standards.

C.6.1.5 The Contractor shall furnish remanufactured toner cartridges that have been remanufactured to specifications equal to, or exceeding original equipment manufacturer's cartridge standards of quality and performance and approved remanufactured toner cartridge industry standards. Toner cartridges furnished to this specification shall meet or exceed the latest remanufactured toner cartridge standards, or the guidelines adopted by the Standardized Test Methods Committee (STMC), the American Society for testing and Materials (ASTM) and the International Safe Transit (ISTA), including ASTM F 1856 Standards, ASTM F 335 and F 2036 Standards and ISTA – Integrity Procedure 1A Standards (ISTA 1A).

C.6.1.7 The Contractor shall certify that its remanufactured toner cartridges have been tested in accordance with the above standards and guidelines and that its cartridges have met or exceeded those tests.

C.6.1.8 The Contractor shall provide verification that the company (or the remanufacturing company) has a densitometer, test printers and applicable operation procedures to perform on-site toner cartridge testing. If the Contractor does not have a densitometer, test printers and applicable operating procedures, the Contractor shall provide detailed information regarding it's (or the remanufactured) on-site toner cartridge testing.

C.6.1.9 The Contractor shall provide documentation with their bid indicating the current and expected failure rate of toner cartridges supplied under this contract.

C. 6.1.10 The Contractor shall provide documentation that all cartridges are to be tested after remanufacturing by installing the cartridge in an applicable printer, while running and inspecting test copies. A copy of a test page shall be included with the finished product.

C.6.1.11 The Contractor shall provide a representative to conduct discussions with the customer if a defective or new toner cartridge exists. The Contractor's representative shall be capable of discussing the contract and correcting any problems, and or shall visit the individual Department utilizing the remanufactured or new toner cartridge in person within two (2) business days after notification.

C.6.1.12 The Contractor shall guarantee that all cartridges will perform to the manufacturer's (OEM) specifications and to the satisfaction of the District. The cartridge shall equal or exceed the yield of the manufacturer's (OEM) specification. Any cartridge found defective, shall be replaced free of charge regardless of the amount of toner remaining in the cartridge. Defective cartridges shall be replaced or monies refunded within five (5) calendar days after the Contractor is notified.

C.6.1.13 The Contractor shall provide payment for repairs on damaged equipment when damage is caused by defective cartridges.

C.6.1.14 The Contractor shall guarantee that all defective toner cartridges can be returned to the Contractor at the Contractor's expense. The contractor shall supply pre-paid mailing labels, or shall pick up defective cartridge(s) at the location of toner cartridge delivery.

C.6.1.15 The Contractor shall provide a pre-paid shipping/ mailing label for returning each empty toner cartridge at no cost to the District, or set up a toll free contact phone number to request pick-up of all used and empty toner cartridges. Toner Cartridges for recycling shall be picked up within five business days, per department.

C.6.1.16 The Contractor shall recycle end-of-life toner cartridges and provide the District with details of its recycling program upon request.

C.6.1.17 The Contractor shall ensure that remaining toner in used cartridges is recycled or disposed of in a manner that complies with all environmental and human health and safety laws.

C.6.1.18 The Contractor shall provide manifests and any other documentation needed to confirm the proper disposal of material.

C.6.1.19 The Contractor shall provide complete instructions for installation and maintenance of the cartridges to optimize the performance and life of the cartridge.

C.7.1 Cartridge Remanufacturing Process

The “cartridge remanufacturing process” includes at a minimum, the following:

C.7.1.1 As used in this standard procurement, the terms “Remanufactured” is defined as a cartridge which has been completely disassembled and cleaned, replacing with a new long-life optical photo-conductive (OPC) drum with a minimum rating 30,000 page lifespan and with all brand new parts except using the existing casing.

C.7.1.2 Assessment to determine if the toner cartridge can be remanufactured.

C.7.1.3 Complete disassemble of toner cartridge to thoroughly clean and check all internal and external components against the original manufacturer’s specifications. Worn, damaged, or end of life-cycle components should be replaced.

C.7.1.4 Replacement of the original OEM drum with a new drum (which may include an extended life-drum). If the returned toner cartridge is equipped with an extended-life drum, contractor shall inspect it, clean it, or replace it with a new extended-life drum or new after market drum.

C.7.1.5 Replacement of all seals with an OEM-type heat seal, card seal, or pressure sensitive seal.

C.7.1.6 Replacement of the primary charge roller (PCR) with a re-coated or new PCR.

C.7.1.7 Replacement of wiper blade meeting OEM specifications or the latest remanufactured toner cartridge industry standards adopted by the STMC or the latest guidelines adopted by ASTM for remanufactured toner cartridges.

C.7.1.8 Replacement of any parts not meeting OEM specifications or the latest remanufactured toner cartridge industry standards adopted by the STMC or the latest guidelines adopted by ASTM for remanufactured t toner cartridges.

C.7.1.9 Filling of toner cartridge meeting OEM specifications or the latest remanufactured toner cartridge industry standards adopted by the STMC or the latest guidelines adopted by ASTM for remanufactured toner cartridges.

C.7.1.10. Chemically cleaning or replacing the corona wire assembly (where applicable).

C.7.1.11. One fuser wand (where applicable) with high temperature resistant felt wiper and one cotton swab shall be provided with each toner cartridge.

C.7.1.12. This requirement shall be filled with toner that meets or exceeds OEM standards be filled to capacity with new toner meeting or exceeding OEM standards. The Contractor shall indicate in this bid the original manufacturer (s) and part number (s) of toner supplied.

C.7.1.13 A toner hopper seal/separator that meets or exceeds OEM standards shall be inserted to prevent spillage of toner during shipping.

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.

D.1. Cartridge Packaging

- D.1.1** The Contractor shall clearly label each toner cartridge with the manufacturer's name and cartridge model number.
- D.1.2** The Contractor shall provide each toner cartridge that is packaged in an anti-static moisture proof bag and either heat-sealed or zip-locked, meeting OEM standards. The cartridge shall then be placed in a protective cradle prior to being packaged in an external carton.
- D.1.3** The Contractor shall provide the external carton and packing of the toner cartridge shall protect the cartridge from damage during shipping.
- D.1.4** The Contractor shall provide packaging for the toner cartridges that has been constructed to permit users to re-package spent cartridges for return to the Contractor. All corrugated packaging shall contain a minimum of 35% post-consumer recycled content and provide certification from the carton manufacturers to verify the actual percentage of recycled content.
- D.1.5** The Contractor shall provide external carton or an internal shipping invoice that shall identify toner cartridge type (make and model), the Contractor's name, address, telephone number, and the purchase order number.
- D.1.6** The Contractor shall provide cartridge boxes or internal shipping invoices that have the date of remanufacture and use by date for shelf life and inventory purposes.
- D.1.7** The contractor shall provide details of the company's delivery capabilities.

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 from the date of award through one year thereafter with four (4) one year options.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term for a period 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 total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

F.2.4 The Contractor shall submit to the District, as a deliverable, the report described in section H.4 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.2.5 Option year pricing shall be based on the unit prices bid in by vendor for the base year plus an Economic Price Adjustment (EPA) factor equal to the change in the nationwide unadjusted Consumer Price Index for All Urban Consumers (CPI-U), as published monthly by the United States Government Bureau of Labor Statistics (BLS) for "Other Goods and Services" for the twelve (12) months ending September 2010 and each September thereafter. The web address for the BLS' Consumer Price Index is <http://www.bls.gov>.

F.2.6 Percentage for Discount Off List and Additional Discounts quoted in Attachments J.1.4 and J.1.5 are applied to the amount of office supplies and related services the District purchases each year and are not based on the total amount of office supplies and related services the District purchases throughout the entire term of the contract.

F.3 DELIVERABLES

F.3.1 All goods and services as outlined in C4, Category A, Category B, and Category C shall serve as recurring deliverables for this contract.

F.3.2 The Contractor shall submit to the District, as a deliverable, the reports described in section H.3.5 of this contract that are required by the 51% District Residents New Hires

Requirements and First Source Employment Agreement. If the Contractor does not submit the reports as part of the deliverables, payments to the Contractor may be delayed.

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** Payment terms for this contract shall be 2/10 net 30 days after receiving a proper invoice from the Contractor.
- G.1.3** The District shall entertain payment by procurement cards if payment is feasible and fiscally prudent. Contractor shall indicate in its bid submission supplemental discounts for payment by P-cards. Otherwise payments shall be made by purchase order.

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: To be determined at the time of issuance of task or delivery orders.

Address: _____

Telephone: _____

- 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 PAYMENT

Unless otherwise specified in this contract, payment will be made on partial or completed deliveries accepted by the District if the amount due on the deliveries warrants it.

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:

Angela Turner, CPPB
Contracting Officer
Office of Contracting and Procurement
441 4th Street, NW., Suite 700
Phone: (202) 724-4052
Fax: (202) 727-8843
Email: angela.turner@dc.gov

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:

Name: To be determined at the time of issuance of task or delivery orders.

Title:

Agency:

Address

Telephone:

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 ORDERING CLAUSE

- a) Any supplies and services to be furnished under this contract shall be ordered online by District agencies during the term of this contract.
- b) All orders are subject to the terms and conditions of this contract. In the event of a conflict between an order and this contract, the contract shall control.
- c) Delivery shall be made at destination within one (1) business day from date of receipt of purchase order. Unless otherwise specified, orders will require inside delivery or desktop delivery. Deliveries to loading docks may be rejected.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2005-2103, Revision No. 7 dated March 16, 2009, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. §351 et seq.) and incorporated herein as Section J.4 of solicitation. The Contractor shall be bound by the wage rated for the term of the Contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.2 PUBLICITY

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

H.3 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

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

H.4.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, § 2-219.01 et seq. (“First Source Act”).

H.4.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.3) 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.4.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (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.4.4 If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.4.5 With the submission of the Contractor’s final request for payment from the District, the Contractor shall:

- (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.4.6 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.4.7 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.4.8 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.4.9 The provisions of sections H.3.4 through H.3.8 do not apply to nonprofit organizations.

H.5. HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.5.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

At least fifty-one (51) percent of apprentices and trainees employed shall be resident of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

H.5.2 The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contact. 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.5.3 PROTECTION OF PROPERTY

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

H.5.4 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.5.5 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.*

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 OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 RIGHTS IN DATA

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

I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include

computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

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

I.5.7 The restricted rights set forth in section I.5.6 are of no effect unless 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 agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

I.5.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code

with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

I.5.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.5.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

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

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.8 INSURANCE

I.8.1 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.8.1.1 Commercial General Liability Insurance, \$1,000,000 limits per occurrence, District added as an additional insured.

I.8.1.2 Automobile Liability Insurance, \$1,000,000 per occurrence combined single limit.

I.8.1.3 Worker's Compensation Insurance according to the statutes of the District of Columbia, including Employer's Liability, \$100,000 per accident for injury, \$100,000 per employee for disease, \$500,000 policy limit disease.

I.8.1.4 Umbrella/Excess Liability Insurance \$2,000,000 limits per occurrence.

I.9 ESTIMATED VALUE OF CONTRACT:

It is the intent of the District to secure a contract for all of the needs of the designated agencies for items specified herein which may occur during the contract term. The District agrees that it will purchase its requirements of the items or services included herein from the Contractor. Items or services specified herein have a history of repetitive use in the District agencies. They shall not be construed to limit the quantities stated in the Invitation for Bids reflect the best estimates available. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of his obligation to fill all such orders. Orders will be placed from time to time if and when needs arise for deliver, all charges, prepaid, to the ordering agency. The District does not guarantee to order any specific quantities of any item(s) or work hour of service..

I.10 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.1. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.11 ORDER OF PRECEDENCE

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

I.12 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 ATTACHMENTS

- J.1.1** Example of Bid Form C.1- Office Supplies- Core Product List
- J.1.2** Example of Bid Form C.2- Paper Products –Core Product List
- J.1.3** Example of Bid Form C.3- Classroom Supplies- Core Product List
- J.1.4** Example of Bid Form Discount Structure from Published List Pricing
- J.1.5** Example of Bid Form for Discount Structure for Toner Cartridges
- J.1.6** Settlement Agreement By and Between the Sierra Club and the District of Columbia
- J.1.7** Settlement Agreement Amendment By and Between the Sierra Club and the District of Columbia
- J.1.8** Reference Form

J.2 INCORPORATED ATTACHMENTS

(The following forms shall be completed and incorporated with the offer.)

- J.2.1** E.E.O. Information and Mayor's Order 85-85
(located at www.ocp.dc.gov ; click on Solicitation Attachments)
- J.2.2** Tax Certification Affidavit
(located at www.ocp.dc.gov ; click on Solicitation Attachments)
- J.2.3** First Source Employment Agreement
(located at www.ocp.dc.gov ; click on Solicitation Attachments)
- J.2.4** Government of the District of Columbia Standard Contract Provisions for Use with the Supply and Services Contracts, dated March 2007.
(Located at www.ocp.dc.gov ; click on Solicitation Attachments)

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);

- (i) 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
 - (ii) 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.7 TAX CERTIFICATION

Each bidder must submit with its bid, a sworn Tax Certification Affidavit, incorporated herein as Section J.2.

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(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, the awardee 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.

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	___	___	

___	___	Falls Church, Virginia	___	___	Vienna, Virginia
___	___	Fauquier City. Sch. & Govt., VA	___	___	Wash. Metro. Area Transit Authority
___	___	Frederick County, Maryland	___	___	Wash. Suburban Sanitary Comm. ___
___	___	Manassas Public Schools	___	___	Winchester Public Schools
___	___	Gaithersburg, Maryland	___	___	Herndon, Virginia
___	___	Greenbelt, Maryland	___	___	Loudoun County, Virginia
___	___	Manassas, Virginia			
___	___	MD-Nat. Cap. Park & Plng. Comm.			

Vendor Name

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 may, but is not obligated, to award multiple contract(s) resulting from this solicitation to the responsive and responsible bidder who has the lowest bid.

L.2. PREPARATION AND SUBMISSION OF BIDS

- L.2.1** 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.2.2** The District may reject as non-responsive any bid that fails to conform in any material respect to the Invitation for Bids.
- L.2.3** 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.2.4** Bids are to be delivered to the District's Contracting Office by 10:00 A.M. Eastern Time on the date specified. There will be no public reading of these bids by unit price due to the volume of individual items. A summary price for each section shall be read aloud for the core products.
- L.2.5** All bids shall be typewritten or in ink. No erasures permitted. Mistakes shall be crossed out and corrections typed/inked adjacent, dated and initiated.
- L.2.6** State brand name or make on each item. If quoting other than item specified, include the manufacturer's name, a product descriptions and model number.
- L.2.7** Prices must be stated in units specified herein.
- L.2.8** Each bid must be in a separate sealed envelope with both the bid number and closing date plainly visible on the envelope. Bid must be received at the place, time and on the date specified. Bidders are responsible to assure each bid is properly marked and timely delivered. The District assumes no financial obligations for preparation and submittal of bid. Bidders shall be solely responsible for understanding the specifications and requirements.
- L.2.9** Time of delivery is a part of the consideration and must be stated in definite terms and adhered to. If time varies on different items, bidder shall so state in the column

provided opposite the item. Unless otherwise noted, “days for delivery” or “days from receipt of order” mean calendar days.

- L.2.10** An authorized officer or employee must sign with the firm’s name on all bids. Obligations assumed by such signature must be fulfilled.
- L.2.11** Unless otherwise definitely specified, prices proposed shall not include sales or use taxes.
- L.2.12** All charges e.g. packing and installation must be included in the bid. No charges will be allowed unless specified in the bid.
- L.2.13** The District reserves the right to waive, at its sole discretion, any formality in the bidding or evaluation in order to expedite the process, accommodate minor efforts, or respond to unforeseen circumstances and to reject any or all bids and to reject any items thereon. The District may, at its sole discretion, cancel this solicitation at any time prior to award.
- L.2.14** If required, samples of items shall be furnished at no cost. Samples are not returnable. The District will dispose of at their discretion.
- L.2.15** Bids are subject to acceptance at any time within 120 calendar days of the closing date stated hereon, unless otherwise specifically stipulated.
- L.2.16** The District shall not return bids for change/correction after receipt.

L. 3. PRE-BID CONFERENCE INFORMATION

- L.3.1** Attendance at the Pre-Bid Conference is **MANDATORY** in order to participate in the bidding process because of its complexity.
- L.3.2** Please read the entire bid package prior to attending the conference and come prepared with any questions regarding the contents of the solicitation.

L. 4 BIDDERS’ NOTE:

- L.4.1** A CD containing the core lists and required format for the net priced catalog files will be provided at the mandatory pre-proposal conference on **Thursday, August 27, 2009**. Bidders will be required to utilize the CD and the format provided to respond to the pricing portion of this IFB.
- L.4.2** Provide your wholesale net priced catalog in EXCEL format. Include the following: manufacturer’s name, manufacturer’s number, unit of measure, description, list price with discount percentage, net unit pricing.

L.5 CORE LIST ITEMS:

General Office Supplies, Classroom Supplies, Paper,

L.5.1 The contractor shall propose pricing on the products listed herein. The price provided must be for the exact manufacturer's number, UPC and Unit of Measure. Quoting products via unit of measure conversion is not permitted. Do not substitute unless it is generic.

L.5.2 When substituting with a generic product, the proposed substitute must be of the same quality of specification and same exact unit of measure. Generic items should be identified in the Core Lists with an X in the Column marked 'EQUIVALENT OR BETTER'.

L.6 PAPER CORE LIST

L.6.1 The Contractor shall provide a quote that is fixed net cost. Quotes should be provided for a single case desktop delivery, pallet dock delivery and truck load dock delivery.

L.6.2 The Contractor shall provide documentation of the cost for each item in the form of a letter or purchase order from the Paper Mill

L.6.3 Quote cost plus a fixed fee for all paper items not included in the core list. The audit purposes, documentation from the paper mills may be required at any time during the term of the agreement.

L.6.4 The Contractor shall have the capability to provide next day delivery for paper items.

L.7 FULL CATALOG TONER PRODUCTS

L.7.1 The Contractor shall provide a list and electronic catalog of all toner manufacturers that they can distribute.

L.7.1 The Contractor shall quote the discount Price from the List Price for all Toner items.

L.7.2 The Contractor shall have the capability to provide next day delivery for Toner cartridges.

L.8 FULL CATALOG GENERAL OFFICE SUPPLIES

L.8.1 The Contractor shall quote the discount from published list/catalog price. This is applicable to all general office supply items not included in the general office core list.

L.8.2 Contractors shall have the capability to provide next day delivery.

L.9 FULL CATALOG CLASSROOM SUPPLIES AND ARTS AND CRAFTS

L.9.1 The Contractor shall quote the discount from published list/catalog price. This

is applicable to all classroom supply items not included in the classroom core list.

L.9.2 Next day delivery is required for classroom supplies.

L.10 PRICE PROTECTION:

L.10.1 Prices for Core List items shall remain firm for 12 months from the date agreement(s) are established. Price increase requests for the General Office Supplies, Classroom Supplies and Paper Core lists shall be submitted sixty (60) days prior to the agreement anniversary date. Documentation from the manufacturer shall be provided with the price increase request.

L.10.2 Paper Core list items may be increased a maximum of one (1) time per agreement year (Following the initial six months of the agreement) and must be supported by documentation from the paper mills.

L.10.3 Discount percentages from published price lists shall remain unchanged during the entire agreement period. Prices from manufacturers' price lists shall not increase more than one (1) time within a twelve (12) month period.

L. 11 PRICING FORMAT:

NOTE: AWARDED SUPPLIER(S) WILL BE REQUIRED TO PROVIDE THESE FILES TO THE DISTRICT OF COLUMBIA ON AN ANNUAL BASIS OR UPON REQUEST FOR AUDIT PURPOSES.

L.11.1 Bidders shall provide core item pricing in an excel file, i.e. spreadsheets labeled attachments J.1.1 through J.1.3 and found on the CD provided at the proposal conference. The file must include for each item proposed the UPC number, manufacturer name, manufacturer number, description, unit of measure and the net unit price proposed.

L.11.2 Bidders shall provide the entire catalog of items in an excel file. The file must include for each item proposed, the UPC number, manufacturer name, manufacturer number, supplier stock number, description unit of measure and the net unit price proposed.

L.11.3 Insurance surety and performance bonds shall be in the amounts set forth herein.

L.11.4 Changes or modifications to specifications or conditions to this invitation shall only be made by issuance of a written amendment by the District's Contracting Officer. No other change or modification, regardless of source, shall be binding. Bidders are advised to bid only as set forth in this invitation.

L.11.5 Bid submission shall consist of one (1) original hardcopy, one (1) electronic (CD) copy (in EXCEL format and not PDF format) and five (5) duplicate hardcopies of your proposal response, including price lists and related documents to be received at the indicated address by proposal DUE DATE. The sealed envelope must indicate the

IFB # and Closing Date. Failure to Comply with the instructions may be considered sufficient reason for rejection of your offer.

L.11.6 Electronically transmitted (Faxed) proposals will not be accepted.

L.11.7 There will be no public reading of responses to this Invitation for Bids

L.12 FOLLOWING IS THE TARGET SCHEDULE OF EVENTS FOR THIS SOLICITATION:

SOLICITATION RELEASE DATE **Friday, August 21, 2009**

PRE-BID CONFERENCE– MANDATORY 10:00 AM **Thursday, August 27, 2009**

QUESTIONS DUE FROM BIDDERS **Tuesday, September 1, 2009**

ANSWERS DUE TO BIDDERS **TBD**

BID DUE (CLOSING) DATE 10:00 AM **Friday, September 11, 2009**

L.13 SPECIAL NOTICE REQUIREMENT

L.13.1 The Contractor shall fully complete the attachments with proposed prices and return them with this IFB. Any offer that fails to comply with this instruction will be determined as a non-responsive offer.

L.13.2 The District reserves the right to select the bidders which the District determines to be the most responsive and responsible bidders

L.13.3 Bids must state definite manufacturer's brand, number and packaging offered. Right is reserved to test for later consideration brands on which we have no record.

L.14 CONSUMPTION:

L.14.1. Our estimated annual consumption in Dollars is given for information only. We guarantee no volume minimum.

L.15 DELIVERY:

L.15.1 Prices quoted shall include delivery to locations within the District of Columbia. Quote, F.O.B. Destination. Do not quote additional delivery charges.

L.15.2 Deliveries made on any purchase order issued on the basis of a sample must be identical with the sample.

L.15.3 Products purchased as a result of this request for proposal are to be supplied as offered and accepted without substitution of material or style.

L.15.4 Costs incurred by the District of Columbia for internal activities required to recall and replace an unauthorized substitute will be documented and applied to the account of the supplier.

L.16 PRICE GUARANTEE:

L.16.1 Unless otherwise qualified, Bidder agrees, for the period of any agreement formulated from this inquiry that discounts quoted from price lists are minimum and that prices proposed for core list items are firm from contract award through the 12 months that follow except paper. Proposed paper prices must be held firm from bid due date through six (6) months after agreement start date.

L.16.2 Under the proposed agreement, the awarded bidder on a case-by case basis may offer lower than agreement pricing for large quantity purchases.

L.16.3 If prices decline, or should vendor at any time during the life of said agreement sell the same materials or service under similar quantity and delivery conditions to any governmental body at prices below those quoted herein, such lower prices shall be immediately extended to the District of Columbia.

L.16.4. Equipment offered must be brand new, unused, current models and not previously sold to another customer.

L.16.5 Your offer on this solicitation is to be on the basis that all items are guaranteed equal in quality and pattern to those specified and that any item purchased as equivalent and not acceptable to using Department may be returned for full credit with no cancellation or restocking fees.

L.17 EVALUATION AND AWARD

L.17.1 Right is reserved to reject low offers that stipulate minimum order requirements.

L.17.2. Must meet operating requirements of using departments

L.17.3 Unless otherwise qualified by bidder, the District of Columbia reserves the right to make one total award, one award each section, multiple awards, or a combination of awards, whichever is in the best interest of the District.

L.18. PRE-PRINTED TERMS AND CONDITIONS/BIDDER'S CONTRACT DOCUMENTS

L.18.1 Bidders pre-printed terms and conditions or restrictions commonly appearing on the reverse side of letters submitted with the Bid and /or Bidders specifications material and contract documents will be disregarded in the absence of a positive written statement from bidder that all or a particular portion of such writings are in addition to or supersede the District's Terms and Conditions.

L.19. FAMILIARIZATION WITH CONDITIONS (SERVICES)

L.19.1 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.20. BID SUBMISSION DATE AND TIME

L.20.1 Bids must be submitted no later than **10:00a.m.** local time on **September 11, 2009.**

L.21. WITHDRAWAL OR MODIFICATION OF BIDS

L.21.1 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.22. LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

L.22.1 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.22.2 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.22.3 Late Submission

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

L.22.4 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.22.5 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.23 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.24 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.25 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 ten (10) days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than ten (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.26 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 4th Street, NW, Room No. 700 South, Washington, DC 20001, (202) 727-0252, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, 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.27 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.28 SIGNING OF BIDS

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.

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.29 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.30 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.31 LEGAL STATUS OF BIDDER

L.31.1 Each bid must provide the following information:

L.31.2 Name, address, telephone number and federal tax identification number of bidder;

L.31.3 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.31.4 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.32 BRAND NAME OR EQUAL

L.32.1 As used in this clause, the term "brand name" includes identification of products by make and model.

L.32.2 If items called for by this Invitation for Bids have been identified in the schedule by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products will be considered for award if such products are clearly identified in the bids and are determined by the District to be equal in all material respects to the brand name products referenced in the Invitation for Bids.

L.32.3 Unless the bidder clearly indicated in his bid that he is offering an "equal" product, his bid shall be considered as offering a brand name product reference in the Invitation for Bids.

L.32.4 If the bidder proposed to furnish an "equal" product, the brand number, if any, of the product to be furnished shall be inserted in the space provided in the Invitation for Bids, or such product shall be otherwise clearly identified in the bid.

L.32.5 The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the District and will be based on information furnished by the bidder or identified in his bid as well as other information reasonably available to the purchasing authority. **CAUTION TO BIDDERS:** The District is not responsible

for locating or securing any information which is not identified in the bid and not reasonable available to the District.

L.32.6 Accordingly, to insure that sufficient information is available, the bidder must furnish as a part of his bid all descriptive material (such as cuts, illustrations, drawings, or other information) necessary for the District to (i) determine the product offered meets the requirements of the Invitation for Bids, and (ii) establish exactly what the bidder proposes to furnish and what the District would be binding itself to purchasing by making an award. The information furnished may include specific reference to information previously furnished or to information otherwise available to the District.

L.32.7 If the bidder proposes to modify a product so as to make it conform to the requirements of the Invitation for Bids, he shall (i) include in his bid a clear description of such proposed modifications, and (ii) clearly mark any descriptive material to show the proposed modifications.

L.32.8 Modifications proposed after bid opening to make a product conform to a brand name product reference in the Invitation for Bids will not be considered.

L.33 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.33.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.33.2 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.33.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.33.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.

L.33.5 Evidence of a satisfactory performance record, record of integrity and business ethics.

L.33.6 Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.33.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations

L.33.8 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.

SECTION M: EVALUATION FACTORS FOR AWARD

M.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.1.1 General Preferences

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

M.1.1.1 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.1.1.2 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.1.1.3 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.1.1.4 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.1.1.5 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.1.1.6 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.1.2 Application of Preferences

The preferences shall be applicable to prime contractors as follows:

M.1.2.1 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.1.2.2 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.1.2.3 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.1.2.4 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.1.2.5 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.1.2.6 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.1.3 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.1.4 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.1.5 Vendor Submission for Preferences

M.1.5.1 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.1.5.1.1 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.1.5.1.2 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.1.5.2 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: CBE Certification Program
441 Fourth Street, N.W., Suite 970N
Washington, DC 20001

M.1.5.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

Attachment J.1.1

Attachment J.1.2

Attachment J.1.3

Attachment J.1.4

MINIMUM PRICING DISCOUNT

CATALOG DISCOUNT IS A FIXED PERCENTAGE OFF PUBLISHED CATALOG PRICING FOR EACH

CATEGORY SPECIFIED BELOW, INCLUDING ALL FREIGHT/SHIPPING/HANDLING

CATALOG NAME: _____

	DISCOUNT PER CATEGORY
CATEGORY 1 JANITORIAL / HOUSEKEEPING (PAGES: _____)	%
CATEGORY 2 STATIONARY (PAGES: _____)	%
CATEGORY 3 COMPUTER SUPPLIES (PAGES: _____)	%
CATEGORY 4 COMPUTER SOFTWARE (PAGES: _____)	%
CATEGORY 5 COMPUTER HARDWARE ((PAGES: _____)	%
CATEGORY 6 PAPER PRODUCTS (PAGES: _____)	%
CATEGORY 7 OFFICE FURNITURE (PAGES: _____)	%
CATEGORY 8 OFFICE EQUIPMENT (PAGES: _____)	%
CATEGORY 9 PENS, PENCILS, WRITING INSTRUMENTS (PAGES: _____)	%
CATEGORY 10 PRINTERS, FAXES, SCANNERS (PAGES: _____)	%
CATEGORY 11 FILING, STORAGE AND BINDING (PAGES: _____)	%
CATEGORY 12 LABELS AND MAILING (PAGES: _____)	%
CATEGORY 13 CALENDARS, DATED MATERIALS, PERSONAL ORGANIZERS (PAGES: _____)	%
CATEGORY 14 DESK AND CONFERENCE ROOM ACCESSARIES (PAGES: _____)	%
CATEGORY 15 VISUAL PRESENTATION SUPPLIES (PAGES: _____)	%
CATEGORY 16 SCHOOL SUPPLIES (PAGES: _____)	%
CATEGORY 17 PROMOTIONAL MATERIALS (PAGES: _____)	%
CATEGORY 18 LUNCHROOM, BREAKROOM, NUTRITIONAL SUPPLIES (PAGES: _____)	%
CATEGORY 19 MISCELLANEOUS (PAGES: _____)	%
CATEGORY 20 SERVICES (PAGES: _____)	%

Attachment J.1.5

MINIMUM PRICING DISCOUNT

DISCOUNT LIST SHALL INCLUDE PRE-PAID RETURN POSTAGE PACKAGING FOR THE TONER CARTRIDGES TO PERMIT USERS TO REPACKAGE SPENT CARTIRDGES FOR RETURN TO THE CONTRACTOR.

CATALOG DISCOUNT IS A FIXED PERCENTAGE OFF PUBLISHED CATALOG PRICING FOR EACH CATEGORY SPECIFIED BELOW, INCLUDING ALL FREIGHT/SHIPPING/HANDLING

CATALOG NAME: -

	DISCOUNT PER
CATEGORY 1 TONER AND INK CARTRIDGES (PAGES: _____)	%

Attachment J.1.6

*Mayor's
Order for the meeting.*

ATTACHMENT J.1.6

**SETTLEMENT AGREEMENT
BY AND BETWEEN THE SIERRA CLUB
AND THE DISTRICT OF COLUMBIA**

This agreement ("Agreement") is a final settlement agreement made by and between the Sierra Club, its predecessors, successors, directors, officers and assigns (collectively, "Sierra Club") and the District of Columbia (hereinafter the "District," as defined below).

I. DEFINITIONS

- A. "Commercial Property" means any real property that does not receive solid waste collection/recycling services from the District, either directly or through agreements between the District and private contractors. For purposes of this Agreement, therefore, Commercial Property does not include any District Building, as defined below.
- B. "Future Janitorial Contracts" means any contract(s), entered into after the effective date of this Agreement, between the District and private contractors for the provision of janitorial services in District Buildings, as defined below.
- C. "Current Leases" means those contracts currently in effect between the District and private landlords in which the District leases or rents all or any part of a building and in which the landlord is responsible for the provision of solid waste collection/recycling services.
- D. "District" refers collectively to the Executive Branch of the District of Columbia ("District Executive Branch," as defined below), and the University of the District of Columbia. "District" does not include the Council of the District of Columbia, the District of Columbia Courts, the District of Columbia Housing Authority, the D.C. Water and Sewer Authority ("WASA") and Schools as defined below. Except as otherwise expressly provided in this Agreement, "District" does not include any agency or instrumentality during any period in which that agency or instrumentality is in voluntary or Court-ordered receivership or in which the budget of such agency is not administered by the Executive Branch. Except as otherwise expressly provided in this Agreement, "District" does not include any governmental agency or instrumentality during any time that the agency or instrumentality is not subject to or administered by the Executive Branch. Notwithstanding the foregoing sentences, such agency or instrumentality is deemed to be within this Agreement to the extent that the District, either directly or through agreements between the District and private contractors, provides solid waste collection/recycling services and/or procurement services.
- E. "District Executive Branch" means agencies and instrumentalities under the direct executive authority of the Mayor of the District of Columbia, including, for example, the Office of Corporation Counsel, the Department of Public Works ("DPW"), the Office of Property Management ("OPM"), the Office of Contracting and Procurement ("OCP"), the Department of Motor Vehicles, the

Metropolitan Police Department, the Department of Fire and Emergency Medical Services, the D.C. Department of Human Services, and the Executive Office of the Mayor, provided, however, "District Executive Branch" does not include any agency or instrumentality of the Executive Branch during any period during which that agency or instrumentality is in voluntary or Court-ordered receivership or during which the budget of such agency is not administered by the Mayor. Notwithstanding the foregoing sentence, such agency or instrumentality is deemed to be within this Agreement to the extent that the District, either directly or through agreements between the District and private contractors, provides solid waste collection/recycling services and/or procurement services.

- F. "District Building" means any building or portion of a building for which the District provides solid waste collection/recycling services, either directly or through agreements between the District and private contractors, and in which the primary functions are the transaction of administrative, business, civic, or professional services of the government, including but not limited to any office, library, museum, university, or any other facility where the handling of goods, wares, or merchandise in limited quantities, is accessory to the primary occupancy or use.
- G. "District Leased Buildings" means any building or portion of a building rented or leased by the District that does not receive solid waste collection/recycling services from the District, either directly or through contractual agreements between the District and private contractors, and in which the primary functions are the transaction of administrative, business, civic, or professional services of the government, including but not limited to any office, library, museum, university, or any other facility where the handling of goods, wares, or merchandise in limited quantities, is accessory to the primary occupancy or use.
- H. "Fiscal Year" means a period of one year that for District budget, accounting, and dispersal purposes runs from October 1 through the following September 30. (For example, Fiscal Year 2001 runs from October 1, 2000, to September 30, 2001.)
- I. "Office of Recycling" means "Office of Recycling" as that term is defined in and established by D.C. Code Section 8-1008 (2001).
- J. "Paper" means all newspaper, high-grade office paper, fine paper, bond paper, offset paper, xerographic paper, memo paper, duplicator paper, continuous form paper, envelopes, printed material, or related cellulosic material containing not more than ten percent (10%) by weight or volume of non-cellulosic material such as laminates, binders, coatings, or saturants. D.C. Code § 8-1003(11) (2001).
- K. "Parties" means Sierra Club and the District.
- L. "Paper Product" means any paper item or commodity, including paper napkins, towels, corrugated and other cardboard, construction material, toilet tissue, and

related cellulosic products containing not more than ten percent (10%) by weight or volume of non-cellulosic materials such as laminates, binders, coatings, or saturants. D.C. Code § 8-1003(12) (2001).

- M. "Sierra Club" refers collectively to the Sierra Club and its predecessors, successors, directors, officers and assigns.
- N. "Solid Waste" means "solid waste" as that term is defined in D.C. Code Section 8-1003(21) (2001).
- O. "Source Separated Recyclable Material" means a recyclable material, including paper, metal, glass, yard waste, office paper, or plastic that is stored separately from residential and commercial solid waste for the purposes of collection, disposition, and recycling. D.C. Code § 8-1003(20) (2001).
- P. "SWMMR" means D.C. Law 7-226 (Solid Waste Management and Multi-Materials Recycling"), effective March 16, 1989, 36 D.C. Reg. 595, generally codified as amended at Title 8, Chapter 10, Subchapter I, of the D.C. Code (2001 ed.), 8 D.C. Code Sections 8-1001 through 8-1023 (2001).
- Q. "Virgin Content Paper and Paper Products" means any paper or paper products that contain no recycled paper content.
- R. "Schools" means the D.C. Board of Education and the entities and facilities under its authority.

II. DISTRICT EXECUTIVE BRANCH RECYCLING

A. Generally

1. As provided more specifically below in Section VI, the District will issue an annual report on both the tonnage and percentage (by weight) of paper collected and recycled from District Buildings and, if such data are available to the District, from District Leased Buildings. The District will ask landlords to provide recycling data for leased space where practicable.
2. Beginning in fiscal year 2002, the District shall include as an evaluation criterion in District of Columbia government employee performance contracts at the agency director level, the efforts and success of each agency director in establishing and operating a recycling program.
3. The District shall conduct education and training for designated recycling coordinators and incorporate recycling training into new employee orientations.

*CapStat measure

B. District Buildings

1. To the extent the District has not already done so, by April 30, 2002, the District will provide a clearly labeled box for the separation and collection of recyclable paper for every government employee's office or work area in the four (4) largest District Buildings, viz., 300 Indiana Avenue, NW, 441 Fourth Street, NW, 1350 Pennsylvania Avenue (the "Wilson Building"), and 2000 Fourteenth Street, NW (the "Reeves Center"). Paper deposited in such boxes shall be moved to appropriate collection points in each District Building, hauled and delivered to a recycling facility.
2. To the extent that it has not already done so, within two and a half years of the Effective Date, the District will provide a clearly labeled box for the separation and collection of recyclable paper for every government employee's office or work area in all District Buildings occupied by three (3) or more full time equivalent employees. Paper deposited in such boxes shall be moved to appropriate hallway collection points in each District Building, hauled and delivered to a recycling facility.
3. Upon the provision of new boxes for the separation of paper and at regular intervals thereafter the District will educate, inform, and encourage government employees about the operation of the program (including, for employees in District Buildings, the importance of taking recyclable paper from their in-office recycling boxes to in-hallway or other central recycling collection boxes), the reasons for separation and recycling, the importance of compliance with the program, and the goal of encouraging the maximum level of recycling by such employees. Such education shall encompass all District employees, not merely those occupying District Buildings (i.e., including government employees located in District Leased Buildings).
4. *Janitorial Contract* The District shall draft requests for proposals and/or invitations for bids for Future Janitorial Contracts to include more specific provisions regarding the recycling obligations of the janitorial personnel, including the separation and collection of recyclables from the solid waste stream.
5. The District will abide by a forty-five percent (45%) target (by weight) for the separation and collection of recyclable paper from the total solid waste stream from District Buildings. *is this measured?*
6. If the program for paper recycling in District Buildings fails to achieve an overall twenty percent (20%) recycling rate (by weight) of the total solid waste stream from District Buildings, such program shall be deemed unsuccessful and the District will, after consultation with the Sierra Club, develop and implement methods designed to achieve the overall recycling target rate of twenty percent (20%) for District Buildings in which recycling has been instituted.

C. District Leased Buildings

1. Within three (3) months of the Effective Date, the District shall send a written notice to every landlord (or, if appropriate, to the landlord's building management representative) obligated under Current Leases to provide solid waste collection/recycling services to District Leased Buildings, informing such landlords of their obligations under SWMMR to separate, collect and transport Source Separated Recyclable Material to recycling facilities, of the penalties for the failure to do so, and of the District's intention to begin enforcement of SWMMR. The District shall ask that the landlord comply with the provisions of SWMMR. The District shall also ask such landlords to provide recycling data as necessary to meet the District's reporting obligations under SWMMR and this Agreement.
2. To the extent that a landlord has not done so, within two and a half years of the Effective Date, the District shall provide a clearly labeled box for the separation and collection of paper for every District employee's office or work area in District Leased Buildings.
3. The District shall draft all future lease contracts to include specific provisions requiring the landlord to conduct the recycling activities required by SWMMR.

III. **ENFORCEMENT OF COMMERCIAL PROPERTY RECYCLING**

A. Commercial Property Recycling Inspectors, Fiscal Year 2002 and Generally

1. To the extent not previously accomplished, within ninety days of the effective date of this Agreement, the DPW will fund and establish three (3) full-time positions for "Commercial Property Recycling Inspectors." The District will use its reasonable best efforts to fill such positions.
2. Commercial Property Recycling Inspectors shall be tasked with, at a minimum, the duties of enforcing the provisions of SWMMR applicable to Commercial Property and District Buildings as provided in Title 21, Chapter 20, Sections 2000 through 2099 of the D.C. Municipal Regulations, educating the occupants of Commercial Property and District Buildings about the requirements and reasons for SWMMR, and investigating reports of violations of SWMMR in Commercial Property and District Buildings. Provided, however, that the position shall include only duties that are consistent with and in direct support of the goal of enforcing SWMMR.
3. The District will provide to the Commercial Property Recycling Inspectors administrative support and resources equivalent to that provided to other DPW employees for the performance of their duties, including, for

example and as needed, transportation services, communications services, secretarial services, and office supplies.

4. The Commercial Property Recycling Inspectors shall respond to public reports of alleged violations of SWMMR by, among other actions, maintaining a log that notes the date of each report, briefly describes the location and nature of the alleged violation, and briefly summarizes any actions taken by the Commercial Property Recycling Inspectors.
 - a) A summary of information from the log shall be included in the Mayor's Annual Report on recycling, more fully described in Section VI, below.
 - b) Upon proper request, information from the log shall be released to the public to the extent required by the District of Columbia Freedom of Information Act, provided that identifying information of any person making such a report shall be deemed confidential for all purposes.

B. Commercial Recycling Inspectors, Fiscal Years 2003 and Thereafter

The District shall continue to fund and employ at least three (3) Commercial Property Inspectors who will enforce SWMMR to the extent of funds available through the recycling surcharge, D.C. Code § 8-1015 (2001), or appropriated moneys allocated for solid waste management activities and authorized positions. To accomplish this goal, the DPW shall use its reasonable best efforts to include a request for such positions and funding in future budget proposals, and to fill any vacancies that may arise.

IV. PROCUREMENT OF PAPER AND PAPER PRODUCTS

A. Acquisition of Paper and Paper Products

1. As described more specifically below, the District shall fill at least forty-five percent (45%) of its annual paper and paper product requirements with paper and paper products containing at least forty percent (40%) recycled material content, provided that such paper and paper products are "cost competitive." As used herein, "cost competitive" shall mean that the price for recycled content paper and paper products is not more than ten percent (10%) above the price of the corresponding Virgin Content Paper and Paper Products.
2. The District will employ a three tiered acquisition process for its paper and paper product purchases. Each request for proposal, invitation for bids, or other such purchase specification shall seek prices (a) for paper or paper products with no content restrictions as to recycled material content; (b) for paper or paper products containing at least thirty percent (30%) post-consumer recycled material; and (c) for paper or paper products containing the highest available percentage of post-consumer recycled material but in

any event no less than forty percent (40%) post-consumer recycled material. The specification shall also require that each type of paper or paper product, regardless of its content, meet minimum technical and operational standards. This acquisition process shall be phased in within ninety (90) days of the Effective Date of this Agreement for paper and within one hundred eighty (180) days of the Effective Date of the Agreement for paper products. Nothing herein shall preclude the District from rejecting any bid or product offered in response to the bid specification for failure of the product to meet such minimum technical and operational standards, which decision shall be made in good faith and shall be reviewable only for breach of that good faith.

3. For the acquisition of paper and paper products, the District shall award the contract(s) as follows:
 - a) For each award group, the District shall award the contract(s) for the purchase of paper or paper product(s) to the responsive, responsible bidder offering paper or paper product(s) with the highest percentage of recycled content, provided that the lowest offered price for such paper and/or paper product(s) is not more than ten percent (10%) greater than the lowest offered price of the corresponding paper or paper product(s) having no content restrictions, in accordance with the procedures set forth in the following sections.
 - b) The District shall award the contract(s) for the purchase of paper or paper product(s) to the responsive, responsible bidder offering the paper or paper product(s) with the highest available percentage of post-consumer recycled material, but in any event not less than forty percent (40%) post-consumer recycled content, provided that the lowest offered price for such paper or paper product(s) is no more than ten percent (10%) greater than the lowest offered price of the corresponding paper or paper product(s) having no content restrictions.
 - c) If the lowest offered price for the product of at least forty percent (40%) post-consumer recycled material does not meet such ten percent (10%) price test, then the District shall award the contract(s) for the purchase of paper or paper product(s) to the responsive, responsible bidder offering the paper or paper product(s) of at least thirty percent (30%) post-consumer recycled material, provided that the lowest offered price for thirty percent (30%) recycled content paper or paper product(s) is not more than ten percent (10%) greater than the lowest offered price of the corresponding paper or paper product(s) having no content restrictions.

- d) If the lowest offered price for the paper or paper product(s) of at least thirty percent (30%) post-consumer recycled material does not meet such ten percent (10%) price test, then the District shall award the contract(s) for the purchase of paper or paper product(s) to the responsive, responsible bidder offering the paper or paper product(s) having no content restrictions.

As used in this Section IV, "price" includes all applicable financial terms, including without limitation such elements as delivery charges borne by the District and volume discounts offered.

4. At the same time that the District begins to use such specifications for all its acquisitions of paper and paper products, the District shall also encourage procurement offices for other District agencies, including but not limited to the District Housing Authority and the District of Columbia Board of Education, to use such District specifications for the acquisition of recycled content paper and paper products. The District shall provide, as requested and permitted, technical and operational support to such other District procurement offices for these purposes.

B. Acquisition of Other Recycled Content Products

The District shall investigate the availability of other products that are recyclable, or that are composed in whole or in part of recyclable materials, and that can be purchased for use by the District government. The District shall issue reports of its findings or otherwise include such findings as part of its Annual Reports required under SWMMR, and shall issue plans for the purchase of such goods with each Annual Report.

V. PUBLIC EDUCATION ABOUT AND PROMOTION OF RECYCLING

A. Office of Recycling

1. To the extent the Office of Recycling is not already doing so, the Office of Recycling shall maintain an "Information Clearinghouse," as described in D.C. Code Section 8-1016, for receiving, collecting, and distributing information regarding the implementation of District recycling programs.
 - a) The Information Clearinghouse shall establish a "Recycling Hotline," *i.e.*, a dedicated phone line for recycling matters, including requests for information and reports of alleged recycling violations. The Recycling Hotline shall be equipped with a mechanical recording device or voice-mail system that can record incoming calls. The Commercial Property Recycling Inspectors and/or other personnel in the Office of Recycling shall respond to all such reports in a timely manner, and shall include pertinent information in the log.

- b) The Information Clearinghouse shall provide information and data including, but not limited to, the recycling services available to residential properties in the District of Columbia (including materials that can be recycled, required methods of separation and bundling of such materials for pick up, and dates of pick up), the District of Columbia's Solid Waste Stream management policies and programs, past District Annual Reports, and SWMMR's requirements as applicable to Commercial Properties and the District government.

B. District Employee Education

- 1. Beginning not later than June 1, 2002, upon the entry on duty of each new District employee, the District shall provide printed educational information to each such employee describing the District's recycling procedures and requirements, the reasons for recycling, the importance of compliance with the program, and the goal of achieving the maximum level of recycling. No less often than twice a year, through announcements on pay stubs, bulletins, posters, or other written communications, including electronic data transmission (e.g., e-mail), the District shall provide all District employees with information and reminders about the procedures and requirements of the District's recycling programs.
- 2. The obligations identified in this section V.B are in addition to the educational obligations identified in section II.B.3, above.

C. Public Education

- 1. The District shall provide public education to residents of the District of Columbia about recycling programs in the District of Columbia, the operation of SWMMR, the reasons for separating and recycling recyclable materials, the importance of compliance with the separating and recycling requirements, the District's Recycling Hotline number, and the goal of encouraging the maximum level of recycling throughout the District. Such public education shall include, but is not limited to, any of the following activities or elements:
 - a) Posting information on the District's internet site, and in other publications such as phone books, concerning the existence and availability of recycling services in District Buildings, Residential Properties and Commercial Properties, and the existence of recycling or disposal services for batteries, paints and other toxic or recyclable materials;
 - b) Providing current addresses of multi-material buy-back facilities within fifteen (15) miles of the District;

- c) So long as they are disseminated without cost to the District, providing newspaper and radio public service announcements about District recycling programs.
2. Provided that nothing in this section V.C.2 shall require the use of funds appropriated for other purposes to be used for such public education (e.g., having the Office of Tax and Revenue incur additional mailing costs for real property tax bills because of the recycling inserts), the District shall include announcements about recycling periodically with water bills, real property tax bills, or similar mailings.

VI. PUBLIC REPORTING ABOUT RECYCLING

- A. The District shall report annually ("Annual Reports") to the Council of the District of Columbia on the status and success of District recycling programs.
- B. Such Annual Reports shall include, but are not necessarily limited to:
 1. All information required by D.C. Code Section 8-1014 (2001), and any information otherwise provided for in this Agreement.
 2. The revenue generated, direct and indirect costs incurred, and direct and indirect costs saved, through the implementation of recycling programs within the District; and
 3. All disbursements for recycling programs during the previous Fiscal Year; and
 4. The total tonnage of paper recycled from District Buildings and, if such data are available to the District, from District Leased Buildings; and
 5. The total percentage of paper recycled as a percentage of the total solid waste stream from District Buildings and, if such data are available to the District, from District Leased Buildings; and
 6. The total percentage of material diverted, and recycled, from the total solid waste stream of the District of Columbia; and
 7. The percentage of recycled paper and recycled paper products purchased by the District government during the prior year; and
 8. The availability of products other than paper and paper products that are recyclable, or that are composed in whole or in part of recyclable materials, that can be purchased for use by the District government, and a plan for the purchase of such goods; and
 9. A summary of information contained in the log maintained by Commercial Property Recycling Inspectors.

- C. The District shall report biennially to the Council of the District of Columbia as required by D.C. Code Section 8-1004 (2001)

VII. CONSIDERATION OF FURTHER RECYCLING ACTIVITIES

- A. The District shall investigate, gather data, and evaluate the feasibility of Recycling glass and metal in District Buildings.
- B. The District shall consider implementing an annual "D.C. Recycling Week" to promote public knowledge and awareness of the District's Recycling Programs and to encourage District employees, residents, and visitors to cooperate with the Recycling Program.

VIII. FILING OF DISMISSAL WITH PREJUDICE

The Sierra Club and the District, by and through their respective counsel in the Action, will execute and file a "Stipulation of Dismissal with Prejudice" in the Action styled "The Sierra Club v. District of Columbia" (Ca 90-10680, Sup. Ct. of the District of Columbia) on or before the tenth (10th) business day following the Effective Date of this Agreement. Such stipulation shall encompass all claims that were brought or that could have been brought in the litigation. Such stipulation of dismissal shall include the University of the District of Columbia. Such dismissal shall not impair, limit, or waive the Sierra Club's rights with respect to entities not covered by this Agreement, including but not limited to the Council of the District of Columbia, the District of Columbia Courts, the District of Columbia Housing Authority, WASA and Schools.

It is agreed that Sierra Club shall bring no action against WASA or Schools based in whole or in part on SWMMR and/or any of the allegations in this Action, for a period of no less than six (6) months from the Effective Date hereof. During that six (6) month period, WASA and Schools, individually or together, may discuss with the Sierra Club the resolution of any claims that Sierra Club has or may have under SWMMR that are identical or similar to the allegations in this Action. WASA or Schools, individually or together, at any time during that six (6) month period or thereafter, may opt into any or all of the substantive provisions of this Agreement and, by so doing, shall be bound by such provisions and shall extinguish any corresponding claim or action that Sierra Club has or may have, to the extent of the adoption of this Agreement by WASA or Schools, whichever is applicable. Any such adoption of this Agreement by WASA or Schools shall be in writing and shall be signed by representatives of WASA and/or Schools, whichever is applicable, and by a representative of the Sierra Club.

IX. MISCELLANEOUS PROVISIONS

A. Effective Date

The Effective Date of this Agreement will be the date the last signatory signs this Agreement.

B. No Admission; Not Admissible

Nothing in this Agreement is intended to be or shall be construed as or deemed to be evidence of an admission or concession by the District of any liability or wrongdoing or of the truth of any of the allegations in the Action.

Neither prior drafts of this Agreement nor any correspondence or statements made in the process of negotiating or executing this Agreement shall be deemed to be evidence in the construction or interpretation of this Agreement.

C. Entire Agreement

The Agreement constitutes the entire Agreement by and between Sierra Club and the District with regard to the subject matter of the Agreement, and shall supersede any previous agreements and understandings between the Parties with respect to the subject matter of the Agreement. The Agreement may not be modified or amended except in writing signed by both Parties hereto. The failure or invalidation of any particular provision of this Agreement will not in any way affect the validity of or performance by either Party pursuant to any other provision.

D. Term

The Agreement shall be in effect until the date four and one half years from the Effective Date or the date the SWMMR provisions cited herein are substantially and materially amended, whichever is earlier.

E. Agreement Binding on Successors

This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

F. Notices

Any notice, request, instruction, or other document to be given by any Party to any other Party shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid as follows:

If to the District:

Robert Rigsby, Esq.
Corporation Counsel
1350 Pennsylvania Ave., NW
Washington, DC 20004

If to the Sierra Club and/or Counsel:

James Wrathall, Esq.
Wilmer Cutler & Pickering
2445 M St., NW
Washington, DC 20037-1420

and

James Dougherty
Sierra Club
709 3rd St., SW
Washington, DC 20024

G. Headings

Titles or headings contained in this Agreement are included only for ease of reference and will have no substantive effect.

H. Execution

The Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

I. Other Considerations

Except as set forth in this Agreement, nothing herein shall create any obligations on the District or on the Sierra Club beyond those established in SWMMR. Except as set forth in this Agreement, nothing herein shall confer any rights on the District or on the Sierra Club beyond those it may otherwise have under law or under SWMMR.

J. Meet and Confer

If, during the term of this Agreement, disputes arise concerning performance or implementation of the Agreement, the parties agree to work together to try to resolve such disputes either informally or through a formal "meet and confer" opportunity. If such discussions are unsuccessful, either party can submit a written demand for a meeting with representatives of the other, stating both the alleged violation and any proposed resolution. Within 30 days of receipt, the other party shall respond in writing to the written demand and the parties shall establish a date for a face-to-face meeting of representatives of both parties, to occur within the following 30 days. At any such meeting the parties shall present whatever actual data is relevant to the issues raised and shall discuss all disputes and any proposed resolutions. If not resolved at the face-to-face meeting, the party responding to the written demand shall, within 30 days of that meeting, respond in writing as to its

intended actions, if any. No enforcement action in Court shall occur pending conclusion of the foregoing meet and confer provisions, which in no event shall take longer than 90 days.

X. REPRESENTATIONS AND WARRANTIES

- A. Sierra Club and James Dougherty warrant and represent, and the District specifically relies upon such representations and warranties, that they have the authority to enter into this Agreement, that they have been represented by independent legal counsel of their choice throughout all of the negotiations preceding the execution of this Agreement; that they have executed this Agreement after consultation with their legal counsel; that they have carefully reviewed the Agreement in its entirety; that they are legally competent to execute this Agreement; that they voluntarily assent to all the terms and conditions contained therein with no reservations whatsoever; and that they are signing the Settlement Agreement voluntarily and of their own free will.
- B. The District, through its representatives, warrants and represents, and Sierra Club specifically relies upon such representations and warranties, that it has the authority to enter into this Agreement, that it has been represented by legal counsel of its choice throughout all of the negotiations preceding the execution of this Agreement; that its counsel are legally competent and authorized to execute this Agreement on its behalf; that it voluntarily assents to all the terms and conditions contained therein with no reservations whatsoever; and that it causes the signing of the Agreement on its behalf voluntarily and of its own free will.

IN WITNESS WHEREOF, the Sierra Club and the District have caused this Agreement to be executed by their respective duly authorized representatives as of the date(s) set forth below.

FOR THE SIERRA CLUB:



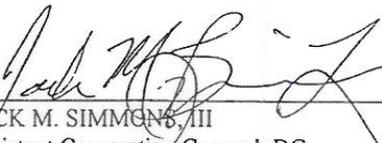
JAMES DOUGHERTY
Legal Chair
District of Columbia Chapter

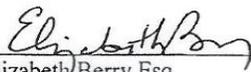
FOR THE DISTRICT OF COLUMBIA:

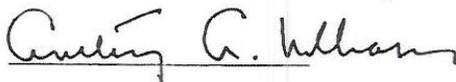
ROBERT R. RIGSBY
Corporation Counsel, D.C.

CHARLES F. BARBERA
Deputy Corporation Counsel, D.C.


3/22/02
BRUCE BRENNAN
Assistant Deputy Corporation Counsel, D.C.
Commercial Division


3/22/02
JACK M. SIMMONS, III
Assistant Corporation Counsel, DC
441 Fourth Street, NW, 6th Floor South
Washington, D.C. 20001-2714


4/10/02
Elizabeth Berry, Esq
Senior Advisor, Environmental Policy
Executive Office of the Mayor



Signed on 4/22/02
beb

JRS

Attachment J.1.7

ATTACHMENT J.1.7

**SETTLEMENT AGREEMENT AMENDMENT
BY AND BETWEEN THE SIERRA CLUB
AND THE DISTRICT OF COLUMBIA**

This Amendment (hereafter "Amendment") to the Settlement Agreement By And Between The Sierra Club And The District Of Columbia ("Settlement Agreement") continues as amended below, the Settlement Agreement. All provisions of the Settlement Agreement, except those that are amended herein, shall remain in full force and effect.

I DEFINITIONS

Unchanged.

II. DISTRICT EXECUTIVE BRANCH RECYCLING

The District agrees to recycle in the District's offices and other buildings as follows:

A. Unchanged.

B. District Buildings: Replaced as provided below

1. Four Core Buildings: 300 Indiana Avenue (Daly Municipal Building), 441 Fourth Street, Wilson Building, and Reeves Center.
 - a. The District shall provide for the separation, collection, and weighing of all trash and all recyclables that are removed from the four core buildings, and shall keep separate logs, by date and specific to each of the four core buildings, of the weights of the trash collected and removed and the recyclables collected and removed. The percentage of the total solid waste stream that is recycled and not disposed of is termed the "diversion rate."
 - b. Upon request of the Sierra Club (but such requests are not to exceed two times in any given fiscal year), the District shall make these logs available for inspection without the need for a FOIA request. Within one month after the end of each fiscal year, the District shall provide (to the Sierra Club) for that fiscal year, without the need for a FOIA request: 1) the monthly average diversion rate for each of the four core buildings; 2) the total annual diversion rate for the four core buildings combined; 3) the total monthly weight of trash collected and removed from each of the four core buildings; 4) the total monthly weight of recyclables collected and removed from each of the four core buildings; 5) the total annual weight of trash collected and removed from the four

core buildings combined; and 6) the total annual weight of recyclables collected and removed from each of the four core buildings combined. The District shall also publish such information with the annual report.

- c. If the total annual diversion rate for the four core buildings combined falls below a 25% diversion rate of recyclables for fiscal year 2007, if the logs discussed above are not maintained, or if information is not provided to the Sierra Club as required by subparagraph (b), the parties shall meet and confer, and if after 45 days the information is still not provided, or if in any event the diversion rate discussed above falls below the 25% threshold, the parties shall negotiate amendments to the recycling program in the four core buildings, and shall at a minimum agree, if requested by the Sierra Club, to reinstall recycling receptacles in each individual work space in the four core buildings and to provide for janitorial service of the recycling receptacles.
- d. For fiscal year 2008, the District agrees to increase the diversion rate in paragraph c, above, to 27.5%, and for fiscal year 2009, the District agrees to increase the diversion rate to 30%. If the total annual diversion rate for the four core buildings combined falls below a 27.5% diversion rate of recyclables for fiscal year 2008, or below 30% for fiscal year 2009, if the logs discussed above are not maintained, or if information is not provided to the Sierra Club as required by subparagraph (b), the parties shall meet and confer, and if after 45 days the information is still not provided, or if in any event the diversion rate discussed above falls below the specified thresholds of 27.5% and 30%, the parties shall negotiate amendments to the recycling program in the four core buildings, and shall at a minimum agree, if requested by the Sierra Club, to reinstall recycling receptacles in each individual work space in the four core buildings and to provide for janitorial service of the recycling receptacles.

2. District Buildings: Non-Four-Core Buildings

- a. The District agrees to continue the implementation of the Settlement Agreement with respect to these buildings, including but not limited to achieving the stated diversion rates ("recycling rate") in paragraph II.B.6. The District represents that each individual workspace has a recycling receptacle, that the District has authority under its janitorial contracts to require janitors to collect recyclables from centralized collection points convenient to

employees, and that janitors are indeed doing so. When current janitorial contracts are rebid at their expiration, the District agrees to seek proposals for janitorial contracts that include recycling services for individual employee office spaces: if the costs are not prohibitive, and if funds can be made available, the District shall execute janitorial contracts that provide for the collection of recyclables from such employee office spaces.

- b. If the recycling plan for the four core buildings achieves the objectives identified in this agreement, and this is reflected in the monthly average diversion rates and the recycling logs discussed above, the District can expand the use of the recycling program implemented in the four core buildings to non-four-core buildings, provided, however, that if the recycling program in the four core buildings is discontinued because information required was not provided, or because diversion rate thresholds required were not achieved, the District agrees to provide recycling bins and collection as provided in the Settlement Agreement.

C. District Leased Buildings: Replaced as provided below

1. The District represents that each work space has a recycling receptacle, or that it will otherwise provide a recycling receptacle for each workspace within sixty days of the Effective Date, and that all leases for real property now require the collection of recyclable materials from employee work spaces by janitorial staff, and the hauling and recycling of the recyclables collected.
2. The District agrees to send written notice to every landlord and/or building management representative informing them of their obligations under SWMMR to separate, collect and transport recyclables, of the penalties for the failure to do so, and of the District's intention to enforce SWMMR. The District shall require such landlords to provide recycling data as necessary to meet the District's reporting requirements under SWMMR and this agreement, and shall provide such information to the Sierra Club without demanding a FOIA request.
3. The Office of Property Management ("OPM") will audit recycling in some cross section of District Leased Buildings on a monthly basis and shall generate an audit report on its findings regarding the following: a) does each individual work space have individual recycling bins; b) are the District employees utilizing the bins and segregating recyclable materials; and c) are the property managers and/or property owners providing recyclable collection services to the bins in the individual work spaces,

and hauling services for recyclables collected. In each audit, OPM shall verify that property owners/managers have contracts for janitorial services and trash and recyclable hauling that provide for the handling and transport of recyclables. OPM shall complete a short, simple, written report at the end of each audit confirming whether each of the above is being fulfilled.

4. If OPM determines that any of the measures identified in paragraph 3 are not being fulfilled, OPM shall report the property owners/managers to the Office of Recycling and note the fact in audit reports. OPM shall provide the audit reports to Sierra Club for inspection upon request, without demanding a FOIA request.

D. Education of District Employees

1. The District agrees to continue to educate and remind its employees regarding the importance of recycling on regular intervals, as specified in Section II of the Settlement Agreement.

III. ENFORCEMENT OF COMMERCIAL PROPERTY RECYCLING

The District agrees to enforce SWMMR among commercial properties as follows:

- A. The District agrees to initiate and pursue in good faith and in accordance with administrative processes the revision and increase of scheduled fines for violations of SWMMR.
- B. The District agrees to enforce the provisions of SWMMR against commercial properties, as it previously agreed to do in Section III of the Settlement Agreement.

IV. DISTRICT PROCUREMENT

The District agrees to purchase Environmental Preferable Purchasing ("EPP") Products as follows. This replaces Section IV of the Settlement Agreement.

- A. The District agrees and represents that: (1) at least 30-35% of purchases of paper and paper products by the District agencies for which the Office of Contracting and Procurement ("OCP") has purchasing authority ("OCP Agencies") are processed through its PASS procurement system; (2) that for all purchases of paper and paper products through the PASS system, all OCP Contracting Officers, and all OCP Agency employees with contracting authority, are instructed and required to purchase EPP paper and paper products unless justification for technical reasons to purchase non EPP paper and paper products

is made and approved by the Contracting Officer (each and every purchase through PASS by OCP Agencies must be approved by an OCP Contracting Officer); (3) for any given purchase of a paper or paper product through PASS, the product must be demarcated in PASS to be an EPP product or otherwise a justification for purchasing a non-EPP paper or paper product must be given or the transaction cannot proceed under PASS; (4) that six months after the Effective Date and 12 months after the Effective Date and quarterly thereafter, OCP will begin to run reports on paper purchases from PASS and will check a random cross section of the individual purchases in the report to determine whether the EPP field for paper and paper products is being properly used to reflect whether a product is EPP or not, and if such is not the case, the purchaser will be instructed to procure EPP paper and paper products (unless justification as described above is provided), the record of the erroneous transaction will be corrected if technically possible, and any other steps necessary to ensure compliance with the above EPP purchasing requirements will be taken.

- B. For OCP Agencies' purchases outside of the PASS system: (1) all employees of OCP Agencies with authority to make purchases outside of the PASS system shall receive training each time a purchasing card is issued (which is no less than once a year) as to the requirement that EPP paper and paper products be purchased unless justification for technical reasons exists; (2) all such employees will receive at least quarterly reminders of the requirement that they purchase EPP paper and paper products unless justification for technical reasons exists; (3) all OCP Agencies will report to OCP annually at the end of the fiscal year regarding their paper and paper product purchases, identifying which products are EPP paper and paper products versus non EPP paper and paper products for the fiscal year; (4) OCP will check a random cross section of the information submitted to verify the accuracy of the reporting viz a viz EPP versus non EPP paper and paper products; (5) if the information is not accurate, the information will be corrected and the reporting OCP Agency will be notified and training regarding EPP purchasing requirements will be repeated.
- C. Information concerning the total amount of EPP paper and paper products, and non EPP paper and paper products purchased by OCP agencies for each fiscal year, will be made available to the Sierra Club upon its request, without the necessity of a FOIA request, and will be published in the annual reports. In addition, information from OCP's random cross section checks will likewise be made available to the Sierra Club without the necessity of a FOIA request.
- D. The District agrees to continue working with its suppliers to ensure that an expanding range of EPP products (including other EPP products that are not paper and paper products) are available for purchasing on PASS, and also agrees to continue expanding its purchase of other EPP products (including other EPP products that are not paper and paper products).

- E. The District agrees to purchase recycled content EEP paper and paper products, and not virgin content products, provided the recycled content EEP product is available and there are no technical reasons for not doing so.

V. PUBLIC EDUCATION ABOUT AND PROMOTION OF RECYCLING

- A. The District intends to seek additional funding for public education regarding recycling, and shall otherwise continue its obligations under Section V of the Settlement Agreement, including but not limited to placing information regarding recycling and its benefits in such mailings as water bills and property tax bills, on a periodic and regular basis. With the exception of those materials that have already been printed as of the Effective Date, in each instance that the District provides information to the public about recycling, the District shall include the following phrase: "Call 645 8245 for recycling information and to anonymously report recycling violations."
- B. The District shall work collaboratively with the Sierra Club regarding public education, and work with other elements of the District government and the Sierra Club to advance public education.

VI. PUBLIC REPORTING AND RECYCLING

- A. The District shall provide the information as specified in the Settlement Agreement, and in addition, the information required by this Amendment. The District shall publish Annual Reports in a prompt manner.

VII. CONSIDERATION OF FURTHER RECYCLING ACTIVITIES

- A. Deleted
- B. Unchanged

VIII. FILING OF DISMISSAL WITH PREJUDICE

Deleted. No agreement concerning WASA or the Schools is reiterated by this Amendment.

IX. MISCELLANEOUS PROVISIONS

- A. Effective Date

This Amendment shall be effective as of the date the last signatory signs the Amendment.

B. No Admission; Not Admissible

Unchanged

C. Entire Agreement

Unchanged

D. Term

This agreement shall be in effect until the date three years after the Effective Date.

E. Agreement Binding On Successors

Unchanged

F. Notices

Any notice, request, instruction or other document to be given by any Party to any other Party shall be in writing and delivered personally or sent by U.S. Mail, First Class, as follows:

If to the District:

Linda Singer
Attorney General
Office of the Attorney General
1350 Pennsylvania Ave, NW
Washington DC 20004

and

Jack M. Simmons, III
Assistant Attorney General
441 Fourth St., NW, Sixth Floor
Washington, DC 20001

If to the Sierra Club and/or Counsel:

James Wrathall, Esq.
WilmerHale
1801 Pennsylvania Ave., NW
Washington DC 20006
and

James Dougherty
Sierra Club
709 3rd St, SW
Washington, DC 20024

G. Headings

Deleted

H. Execution

Unchanged

I. Other Considerations

Unchanged

J. Meet and Confer

Replaced as follows:

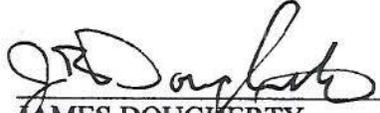
If, during the term of this Agreement, disputes arise concerning performance or implementation of the Agreement, the parties agree to work together to try to resolve such disputes. No enforcement action shall be filed in court until ninety days from the date written notice of the dispute was first provided.

X. REPRESENTATIONS AND WARRANTIES

- A. Unchanged, with the exception that this Amendment was negotiated in part by Sierra Club, directly with the District, and not always with Sierra Club's Counsel, WilmerHale, present.
- B. Unchanged.

IN WITNESS WHEREOF, the Sierra Club and the District have caused this Amendment to be executed by their respective duly authorized representatives as of the date(s) set forth below.

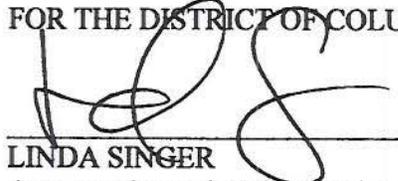
FOR THE SIERRA CLUB


JAMES DOUGHERTY

Legal Chair
District of Columbia Chapter

05/31/07

FOR THE DISTRICT OF COLUMBIA:


LINDA SINGER

Attorney General of the District of Columbia
Office of the Attorney General
1350 Pennsylvania Ave, NW
Washington DC 20004

ATTACHMENT J.1.8 - REFERENCE FORM

Please provide the Name, Address and Contact name, e-mail and telephone for three customers to which your company/joint venture has performed similar services as requested in this solicitation

Reference #1:

Name of Company: _____

Address: _____

City : _____ State: _____ Zip code: _____

Contact Name: _____ E-mail: _____

Telephone: _____ Fax: _____

Contract Period of Performance: _____

Annual Value of Contract: \$ _____

On-Line Ordering: Yes No

Reference #2:

Name of Company: _____

Address: _____

City : _____ State: _____ Zip code: _____

Contact Name: _____ E-mail: _____

Telephone: _____ Fax: _____

Contract Period of Performance: _____

Annual Value of Contract: \$ _____

On-Line Ordering: Yes No

Reference #3:

Name of Company: _____

Address: _____

City : _____ State: _____ Zip code: _____

Contact Name: _____ E-mail: _____

Telephone: _____ Fax: _____

Contract Period of Performance: _____

Annual Value of Contract: \$ _____

On-Line Ordering: Yes No

The following form will be sent to each of the three References provided above:

(Check appropriate box)

Performance Elements	RATING (See Rating Guidelines on Page 2)					
	5 – Excellent	4 – Good	3 – Acceptable	2 – Minimally Acceptable	1 – Poor	0 – Unacceptable
Quality of Services/Work						
Timeliness of Performance						
Cost Control						
Business Relations						
Customer Satisfaction						

1. Name of Contractor being Evaluated: _____
2. Name & Title of Evaluator: _____
3. Signature of Evaluator: _____
4. Name of Evaluator's Organization: _____
5. Telephone Number of Evaluator: _____
6. Type of service received: _____
7. Contract Number, Amount and period of Performance _____
8. Remarks on Excellent Performance: Provide data supporting this observation. Continue on separate sheet if needed)

9. Remarks on unacceptable performance: Provide data supporting this observation. (Continue on separate sheet if needed)

RATING GUIDELINES

Summarize Contractor performance in each of the rating areas. Assign each area a rating of 0 (Unacceptable), 1 (Poor), 2 (Acceptable), 3 (Good), 4(Excellent), or ++ (Plus). Use the following instructions a guidance in making these evaluations.

	Quality Product/Service	Cost Control	Timeless of Performance	Business Relations
	<ul style="list-style-type: none"> -Compliance with contract requirements -Accuracy of reports -Appropriateness of personnel -Technical excellence 	<ul style="list-style-type: none"> -Within budget (over/ under target costs) -Current, accurate, and complete billings -Relationship of negated costs to actual -Cost efficiencies -Change order issue 	<ul style="list-style-type: none"> -Meet Interim milestones -Reliable -Responsive to technical directions -Completed on time, including wrap-up and contract administration -No liquidated damages assessed 	<ul style="list-style-type: none"> -Effective management -Businesslike correspondence -Responsive to contract requirements -Prompt notification of contract problems -Reasonable/cooperative -Flexible -Pro-active -effective contractor recommended solutions -Effective snail/small disadvantaged business Subcontracting program
0. Unacceptable	Nonconformances are comprises the achievement of contract requirements, despite use of Agency resources	Cost issues are comprising performance of contract requirements.	Delays are comprising the achievement of contract requirements, Despite use of Agency resources.	Response to inquiries, technical/ service/administrative issues is not effective and responsive.
1, Poor	Nonconformances require major Agency resources to ensure achievement of contract requirements.	Cost issues require major Agency resources to ensure achievement of contract requirements.	Delays require major Agency resources to ensure achievement of contract requirements.	response to inquiries, technical/ service/administrative issues is marginally effective and responsive.
2. Minimally Acceptable	Nonconformances require minor Agency resources to ensure achievement of contract requirements.	Costs issues require minor Agency resources to ensure achievement of contract requirements.	Delays require minor Agency resources to ensure achievement of contract requirements.	Responses to inquiries, technical/ service/administrative issues is somewhat effective and responsive.
3. Acceptable	Nonconformances do not impact achievement of contract requirements.	Cost issues do not impact achievement of contract requirements.	Delays do not impact achievement of contract requirements.	Responses to inquires, technical/ service/administrative issues is usually effective and responsive.
4. Good	There are no quality problems.	There are no cost issues.	There are not delays.	Responses to inquiries, technical/ service/administrative issues is effective and responsive,
5. Excellent	The contractor has demonstrated an exceptional performance level in some or all of the above categories.			