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DISTRICT OF COLUMBIA SUPPLY SCHEDULE (DCSS)

INTRODUCTION

The Government of the District of Columbia, Office of Contracting and Procurement (OCP), hereby requests applications to establish a Multiple Award Schedule for Information Technology Services, Equipment and Software pursuant to District of Columbia Municipal Regulations Title 27, District of Columbia Procurement Practices Act of 1985 as amended, D.C. Law 14-083 - Procurement Practices Negotiated Pricing Amendment Act of 2001 effective March 19, 2002 and the District of Columbia Supply Schedule (DCSS) Program. The program provides District customer agencies with competitive choice, reduced procurement processing time and increased levels of utilization of local, small and disadvantaged business enterprises (LSDBEs).

The DCSS Terms and Conditions (January 2006) and District of Columbia Standard Contract Provisions for Use with District of Columbia Government Supply/Services Contracts (November 2004) are incorporated into this application. It is critical that you review and comply with the DCSS Terms and Conditions and DC Standard Contract Provisions and complete the application accordingly.

Completion and submission of a portion of the application may be done at our website: www.ocp.dc.gov.

For information, please contact Gloria Spann, (202) 724-5460, gloria.spann@dc.gov.

The application is designated for certified Local, Small and Disadvantaged Business Enterprises (LSDBEs) only 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,” DC Law 16-33, effective October 20, 2005.

Pursuant to Sec. 2345 of the Act, District agencies shall set aside each task order or delivery order of \$100,000.00 or less which is issued against the District of Columbia Supply Schedule (DCSS) for companies certified by the Department of Small and Local Business Development as Small Business Enterprises. However, the agency shall not be required to set aside a task order or delivery order if the agency determines in writing that there are not at least two (2) responsible certified Small Business Enterprises on the DCSS that can provide the services or goods which are the subject of the task order or delivery order.

SECTION 1

OVERVIEW

How Do We Do It?

The applicant offers us products or services (within the scope of the DCSS) and adopts or offers prices from an existing federal contract. If the applicant already has a federal contract consistent with the DCSS scope, prices from that contract may be offered.

The Office of Contracting and Procurement (OCP) adds District of Columbia contract terms and conditions and ordering procedures that include District of Columbia procurement codes, policies and guidelines.

Once the contract has been awarded, the Contractor markets the services and supplies, distributes the authorized price list and provides DCSS staff with a quarterly report of all sales transactions. The customer agency may order through OCP or utilize a purchase card to order directly from the Contractor to receive the goods and services.

What if my company offers similar supplies or services under a federal multiple award or other federal contract? What if my company does not have a federal multiple award or other federal contract?

If the applicant has a federal contract for services or supplies consistent with the scope of the DCSS, the applicant shall offer to the District prices that are no greater than the applicant's own federal contract.

If the applicant does not have its own federal contract, it may "adopt" the pricing schedule of another contractor's federal contract for supplies or services within the scope of the DCSS. In this event, the applicant's prices shall be no greater than the adopted federal contract prices. In order to avoid seriously under-pricing or overpricing its products or services, the applicant is encouraged to examine its cost of doing business, including overhead expenses, management capabilities, strategic goals and other factors, before adopting another contractor's federal price schedule. Applications submitted without the adopted federal contract will be rejected and will not be considered for award. For further instructions, see Section 2.3, page 7.

Customer references must be provided to demonstrate that an applicant has a satisfactory record of past performance and is qualified to provide the services and products offered from another contractor's federal contract. See Basis of Award, Section 11.1. The DCSS applicant should ensure that there is a substantial match between the skills in the DCSS application and the adopted federal contract. For products or supplies, the applicant must provide written evidence at the time of submitting its Letter of Offer (Attachment G) that it is authorized to sell the products and provide related services (e.g., maintenance, installation, repair, and training). Written authorizations from manufacturers or distributors will meet this requirement for resale of products and the provision of related training and services.

Make Us An Offer

The Applicant will be required to:

- Complete and submit the application.
 - Sign and return the Solicitation, Application and Award Form (page 1).
 - Submit the Letter of Offer in accordance with the DCSS Application.
 - Submit two (2) copies of the current federal multiple award or other federal award contract being used to establish a DCSS contract.
 - Agree to the DCSS Contract Terms and Conditions and District Standard Contract Provisions.
 - Clearly identify labor categories and specific services being offered in the price schedules for the base and option years.
 - Provide a minimum of three customer references as indicated in Section 11.1(c). New contractors, without past performance references in the name of the contractor, may provide references for the principal of the contracting entity.
 - Certify, as indicated in Section 11.1(d), that the contractor and its personnel meet the minimum education/experience requirements, as stipulated in the current federal multiple award or other federal contract being used to establish the DCSS.
 - Complete required representations and certifications listed in Section 8.
 - The Contracting Officer reserves the right to waive any of the above requirements.
-

What products and services cannot be offered?

All products and services being offered must have already been competitively evaluated and awarded via a federal contract. The applicant may use its own federal contract, or may adopt the pricing schedule of another contractor's federal contract, provided that the products and services are within the scope of the DCSS solicitation. If the products and services offered are not within the scope of the DCSS solicitation, and do not reside on an already existing federal contract, they will be excluded because pricing must be based on an antecedent contract.

Also, contractors offering proprietary products for which there is only one source will be excluded because no federal award contract will exist.

Only products and services approved for the DCSS may be included within the scope of the respective application.

SECTION 2

DESCRIPTION OF SERVICES OR SUPPLIES

2.1 DESCRIPTION OF SERVICES OR SUPPLIES

The Government of the District of Columbia, Office of Contracting and Procurement (OCP), on behalf of District agencies is seeking contractors to provide Information Technology Services, Equipment and Software. Contractors shall provide the services, equipment, software and other products as listed below in support of District agencies' missions.

CLIN	NIGP CODE	DESCRIPTION – GSA Special Item Number (SIN)
0001	984 00	132-3 Rental or Lease of Information Technology Equipment
0002	920 31 204 00	132-8 Purchase of Equipment
0003	920 47	132-12 Maintenance of Equipment, Repair Service and/or Repair/Spare Parts
0004	920 45	132-32 Term Software License
0005	920 45	132-33 Perpetual Software License
0006	920 45	132-34 Maintenance of Software
0007	920 91	132-50 Training
0008	920 00	132-51 Professional Information Technology Services
0009	920 02	132-52 Electronic Commerce Services
0010	920 0235	132-53 Wireless Services
0011	920 07	132-60 Authentication Products and Services

2.2 PRODUCTS AND SERVICES OFFERED/SCHEDULE OF ITEMS

Insert an "X" on the applicable line for each CLIN, NIGP Code, Special Item Number/FSC Class/FPDS Code offered.

NOTE: For the CLINs or Special Item Numbers (SINs) being proposed under this solicitation response, the following are incorporated to be extended for Cooperative Purchases under the Metropolitan Washington Council of Government's Rider Clause:

- None
- All proposed CLINs (SINs)
- Only the CLINs (SINs) listed herein:

CLIN 0001 SPECIAL ITEM NO. 132-3 RENTAL OR LEASE OF IT EQUIPMENT
(FPDS Code W070)

CLIN 0002 SPECIAL ITEM NO. 132-8 PURCHASE OF EQUIPMENT

FSC CLASS 7010 - SYSTEM CONFIGURATION

- End User Computers/Desktop Computers
- Professional Workstations
- Servers
- Laptop/Portable/Notebook Computers
- Large Scale Computers
- Optical and Imaging Systems
- Other System Configuration Equipment Not Elsewhere Classified.
Provide specific information:

FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES

- _____ Printers
- _____ Displays
- _____ Graphics, including Video Graphics, Light Pens, Digitizers, Scanners, and Touch Screens
- _____ Network Equipment
- _____ Other Communications Equipment
- _____ Optical Recognition Input/Output Devices
- _____ Storage Devices, including Magnetic Storage, Magnetic Tape Storage and Optical Disk Storage
- _____ Other Input/Output and Storage Devices Not Elsewhere Classified.
Provide specific information:

FSC CLASS 7035 - ADP SUPPORT EQUIPMENT

- _____ ADP Support Equipment

FSC CLASS 7042 - MINI AND MICRO COMPUTER CONTROL DEVICES

- _____ Microcomputer Control Devices
- _____ Telephone Answering and Voice Messaging Systems

FSC CLASS 7050 - ADP COMPONENTS

- _____ ADP Boards

FSC CLASS 5995 - CABLE, CORD, AND WIRE ASSEMBLIES: COMMUNICATIONS EQUIPMENT

- _____ Communications Equipment Cables

FSC CLASS 6015 - FIBER OPTIC CABLES

- _____ Fiber Optic Cables

FSC CLASS 6020 - FIBER OPTIC CABLE ASSEMBLIES AND HARNESSSES

_____ Fiber Optic Cable Assemblies and Harnesses

FSC CLASS 6145 - WIRE AND CABLE, ELECTRICAL

_____ Coaxial Cables

FSC CLASS 5805 - TELEPHONE AND TELEGRAPH EQUIPMENT

_____ Telephone Equipment

_____ Audio and Video Teleconferencing Equipment

FSC CLASS 5810 - COMMUNICATIONS SECURITY EQUIPMENT AND COMPONENTS

_____ Communications Security Equipment

FSC CLASS 5815 - TELETYPE AND FACSIMILE EQUIPMENT

_____ Facsimile Equipment (FAX)

FSC CLASS 5820 - RADIO AND TELEVISION COMMUNICATIONS EQUIPMENT, EXCEPT AIRBORNE

_____ Two-Way Radio Transmitters/Receivers/Antennas

_____ Broadcast Band Radio Transmitters/Receivers/Antennas

_____ Microwave Radio Equipment/Antennas and Waveguides

_____ Satellite Communications Equipment

FSC CLASS 5821 - RADIO AND TELEVISION COMMUNICATIONS EQUIPMENT, AIRBORNE

_____ Airborne Radio Transmitters/Receivers

FSC CLASS 5825 - RADIO NAVIGATION EQUIPMENT, EXCEPT AIRBORNE

_____ Radio Navigation Equipment/Antennas

FSC CLASS 5826 - RADIO NAVIGATION EQUIPMENT, AIRBORNE

_____ Airborne Radio Navigation Equipment

FSC CLASS 5830 - INTERCOMMUNICATION AND PUBLIC ADDRESS SYSTEMS, EXCEPT AIRBORNE

_____ Pagers and Public Address Systems (wired and wireless transmission, including background music systems)

FSC CLASS 5841 - RADAR EQUIPMENT, AIRBORNE

_____ Airborne Radar Equipment

FSC CLASS 5895 - MISCELLANEOUS COMMUNICATIONS EQUIPMENT

_____ Miscellaneous Communications Equipment

Provide the following information, as applicable, for the products offered under Special Item Number 132-8:

_____ Special Physical, Visual, Speech, and Hearing Aid Equipment. Provide specific information:

_____ Used Equipment. Provide specific information:

_____ Installation for equipment offered under SIN 132-8 (FPDS Code N070)

_____ Deinstallation for equipment offered under SIN 132-8 (FPDS Code N070)

_____ Reinstallation for equipment offered under SIN 132-8 (FPDS Code N070)

NOTE: INSTALLATION MUST BE INCIDENTAL TO, IN CONJUNCTION WITH AND IN DIRECT SUPPORT OF THE PRODUCTS SOLD UNDER SIN 132-8 OF THIS SCHEDULE AND CANNOT BE PURCHASED SEPARATELY. IF THE CONSTRUCTION, ALTERATION OR REPAIR IS SEGREGABLE AND EXCEEDS \$2,000, THEN THE REQUIREMENTS OF THE DAVIS-BACON ACT APPLY. IN

APPLYING THE DAVIS-BACON ACT, ORDERING ACTIVITIES ARE REQUIRED TO INCORPORATE WAGE RATE DETERMINATIONS INTO ORDERS, AS APPLICABLE.

NOTE VENDORS OFFERING PURCHASE OF EQUIPMENT ARE REQUIRED TO PROVIDE MAINTENANCE SERVICE AND/OR REPAIR SERVICE AND REPAIR PARTS, IN ACCORDANCE WITH NORMAL INDUSTRY PRACTICES, FOR THE TYPE OF EQUIPMENT OFFERED, FOR THE SCOPE OF THE CONTRACT (i.e., AT A MINIMUM, THE 48 CONTIGUOUS STATES AND THE DISTRICT OF COLUMBIA).

CLIN 0003 SPECIAL ITEM NO. 132-12 MAINTENANCE OF EQUIPMENT, REPAIR SERVICE, AND REPAIR PARTS/SPARE PARTS (FPDS Code for Maintenance and Repair Service - J070; FSC Class for Repair Parts/Spare Parts - See FSC Class for basic equipment)

Specify what is being offered:

- Maintenance
- Repair Service
- Repair Parts/Spare Parts
- Third Party Maintenance

CLIN 0004 SPECIAL ITEM NO. 132-32 TERM SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software

_____ Special Physical, Visual, Speech, and Hearing Aid Software.
Provide specific information: _____

Microcomputers

_____ Operating System Software

_____ Application Software

_____ Electronic Commerce (EC) Software

_____ Utility Software

_____ Communications Software

_____ Core Financial Management Software

_____ Ancillary Financial Systems Software

_____ Special Physical, Visual, Speech, and Hearing Aid Software.
Provide specific information:

NOTE: Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

CLIN 0005 SPECIAL ITEM NO. 132-33 PERPETUAL SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

_____ Operating System Software

_____ Application Software

_____ Electronic Commerce (EC) Software

_____ Utility Software

_____ Communications Software

_____ Core Financial Management Software

_____ Ancillary Financial Systems Software

_____ Special Physical, Visual, Speech, and Hearing Aid Software.
Provide specific information: _____

Microcomputers

_____ Operating System Software

_____ Application Software

_____ Electronic Commerce (EC) Software

_____ Utility Software

_____ Communications Software

_____ Core Financial Management Software

_____ Ancillary Financial Systems Software

_____ Special Physical, Visual, Speech, and Hearing Aid Software.
Provide specific information:

NOTE: Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

Note: Contractors are encouraged to offer Special Item No. 132-34 Maintenance of Software in conjunction with Special Item Nos. 132-32 Term Software Licenses and/or 132-33 Perpetual Software Licenses.

_____ CLIN 0006 SPECIAL ITEM NO. 132-34 MAINTENANCE OF SOFTWARE

_____ CLIN 0007 SPECIAL ITEM NO. 132-50 TRAINING COURSES FOR INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (FPDS Code U012)

_____ CLIN 0008 SPECIAL ITEM NO. 132-51 INFORMATION TECHNOLOGY PROFESSIONAL SERVICES

_____ IT Facility Operation and Maintenance (FPDS CODE D301)

_____ IT Systems Development Services (FPDS CODE D302)

_____ IT Systems Analysis Services (FPDS Code D306)

_____ Automated Information Systems Design and Integration Services
(FPDS Code D307)

_____ Programming Services (FPDS Code D308)

_____ IT Backup and Security Services (FPDS Code D310)

_____ IT Data Conversion Services (FPDS Code D311)

_____ Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services
(FPDS Code D313)

_____ IT Network Management Services (FPDS Code D316)

_____ Creation/Retrieval of IT Related Automated News Services, Data Services, or
Other Information Services (FPDS Code D317) (All other information services belong
under Schedule 76)

_____ Other Information Technology Services, Not Elsewhere Classified (FPDS Code
D399)

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performed by the publisher or manufacturer or one of their authorized agents.

CLIN 0009 SPECIAL ITEM NO. 132-52 ELECTRONIC COMMERCE SERVICES
FPDS CODE D304 - ADP AND TELECOMMUNICATIONS TRANSMISSION
SERVICES

_____ Value Added Network Services (VANS)

_____ E-Mail Services

_____ Internet Access Services

_____ Navigation Services

_____ FPDS CODE D399 - OTHER DATA TRANSMISSION SERVICES, NOT
ELSEWHERE CLASSIFIED (except "Voice" and Pager Transmission Services)

CLIN 0010 SPECIAL ITEM NO. 132-53 WIRELESS SERVICES (FPDS CODE D304)

Excluding local and long distance voice, data, video, and dedicated transmission services which are NOT mobile.)

_____Paging Services

_____Cellular/PCS Voice Services

CLIN 0011 SPECIAL ITEM NUMBER (SIN) 132-60 AUTHENTICATION PRODUCTS AND SERVICES (FPDS D399)

Authentication products and services provide for authentication of individuals for purposes of physical and logical access control, electronic signature, performance of e-business transactions and delivery of Government services. Authentication Products and Services consist of hardware, software components and supporting services that provide for identity assurance.

_____ Digital Certificate Products and accompanying PKI Services for *external* users to conduct electronic transactions with Federal agency applications. This facilitates secure electronic access to government information and services using public key infrastructure/digital signature technology. Digital Certificate Products and Services provide the speed and immediacy of electronic transactions while protecting business-critical information from interception, tampering, and unauthorized access.

_____ Signature Certificates

_____ Encryption Certificates

_____ Public Key Infrastructure (PKI) Professional Services to support implementation and integration for ordering activities applications

_____ Hardware Tokens – An optional hardware token for generation of key pairs and storage of the private key

_____ Bundled Packages – This enables ordering entities the ability to procure total solution packages for authorized contractors that meet all the requirements of the program management office. This includes, but is not limited to reader, software, and hardware tokens.

_____ X.509 Digital Certificate Products and accompanying PKI Services for *internal* use in District and Federal agencies and systems. This facilitates physical and electronic access to government facilities and networks by authorized personnel using public key infrastructure/digital signature technology that meets the U.S. Federal Public Key Infrastructure (PKI) Common Policy Framework, and is a key enabler of identity assurance within the Federal sector for access control protecting Federal networks and information systems from unauthorized access, interception,

and tampering.

____ Personal Identity Verification Authentication Certificates

____ Smart Card Authentication Certificates

____ Digital Signature Certificates

____ Key Management (Encryption) Certificates

____ Public Key Infrastructure (PKI) Professional Services to support implementation and integration for ordering activities applications

____ Personal Identity Verification (PIV) Credentials and Services. This facilitates trusted physical and electronic access to government facilities and networks using smart card technology. PIV Credentials and Services is a key enabler of identity assurance for access control and protects Federal facilities and information systems from unauthorized access, interception, and tampering.

____ Identity Proofing, Registration, Enrollment, and Issuance Products

____ Identity Proofing Registration, Enrollment, and Issuance Services

____ Smart Cards

____ Smart Card Applets

____ Smart Card-associated Hardware

____ Smart Card-associated Middleware

____ Professional Services to support implementation and integration for ordering activities applications

NOTE: The following ARE EXCLUDED from this Information Technology Services, Equipment and Software Schedule:

- i. Radar Equipment (except airborne radar equipment).
- ii. Electrical Equipment - e.g., Uninterruptible Power Supplies, Computer Back-Up Power Systems, Surge Suppressers, Power Line Conditioners, Surge Absorbers, etc. may be offered under this solicitation only in conjunction with the IT equipment these devices support.
- iii. Training Courses for products which are outside the scope of this Schedule.
- iv. Diskettes, Disk Cartridges, Disk Packs, Tape Cartridges, Tapes, Optical Disks, toner cartridges, plotter pens, etc. may be offered only in conjunction with the hardware

- devices which utilize these supply items.
- v. Carrying cases, except one per portable CPU purchase.
- vi. Any products or services that are not "commercial" as defined in accordance with FAR 52.101.

2.2 CONTRACT TYPE

The District's acceptance of the application will establish a District wide, multiple award, Indefinite Delivery/Indefinite Quantity (ID/IQ) type contract. Such contracts will constitute District of Columbia Supply Schedules.

Contracts resulting from this request will allow District agencies to use this vehicle to acquire a wide variety of services or supplies. The work shall be accomplished in the manner and within the scope and time specified in either an individual Task Order (TO) for services or Delivery Order (DO) for supplies or equipment.

2.3 SELECTION OF FEDERAL MULTIPLE AWARD CONTRACT

If the applicant has its own federal award contract, it must offer prices that are no greater than the prices set forth within that contract.

If the applicant does not have its own federal contract, it may adopt the pricing schedule of another contractor's federal contract for supplies or services in accordance with the scope of this request. In this event, the applicant's prices shall be no greater than the adopted federal contract prices.

In order to avoid under-pricing or overpricing its products or services, the applicant is encouraged to examine its cost of doing business, including overhead expenses, management capabilities, strategic goals and other factors, before adopting another contractor's federal price schedule.

The Contracting Officer reserves the right to request supporting cost and pricing or other data to ensure that the adopted price schedule is reasonable. See Attachment K, Sample Calculations for Developing Fully Loaded Hourly Rates.

2.4 REQUIRED INFORMATION

- a. The applicant is required to complete the following information, which must match the information provided in the Letter of Offer:

The applicant (name of contractor) _____ / (LSDBE certification # _____ hereby agrees to adopt the following:

Federal Schedule No.: _____

Federal Schedule Contract No.: _____

Federal Contractor Name: _____

- b. Submit two copies of the current adopted federal schedule contract and pricing.

Applications submitted without the adopted federal schedule contract and pricing will be rejected and will not be considered for award.

2.5 ORDERING LIMITATIONS AND INFORMATION

The services and supplies shall be provided only as authorized by the Task Orders or Delivery Orders issued in accordance with the Ordering Clause Procedures described in Section 4 of the DCSS Terms and Conditions, Attachment B. The total value of task orders shall be in compliance with the Ordering Limitations and Information Clause in Section 5 of the DCSS Terms & Conditions, Attachment B.

Except for any limitations on quantities or dollars set forth in the Ordering Limitations and Information Clause, there is no limit on the number of task orders that may be issued. The District may issue task orders for required services or products for multiple projects at multiple locations simultaneously.

2.6 PRICING

- a. Prices that are adopted from a federal contract to establish the DCSS contract shall become the item ceiling rates under the DCSS contract.
- b. Prices offered shall be no greater than the prices for the current contract period established under the adopted federal contract at the time of award. For example, in the

event that the current federal prices which you intend to adopt are in a year other than the base year, you shall adopt those prices, or prices no greater than those prices, as your base year prices and continue to offer prices no greater than the prices set forth in the remaining federal contract periods. In the event that prices for the adopted federal contract are in the last option period and the period of performance of the DCSS contract will continue beyond the last option period of the adopted federal contract, the contractor shall adopt and offer prices that are no greater than that last period. Any pricing for any option years offered to the District government beyond the last option period of the adopted federal contract shall be increased by a factor no greater than the prevailing consumer price index. The District guarantees the minimum order for each contract in the amount of \$10.00 for the base year and each of the four (4) option years, if exercised. The maximum contract ceiling for each year of the contract is \$10,000,000.00.

2.7 NIGP CODE DESIGNATION

The designated NIGP Codes for this procurement are:

204-00	Computer Hardware and Peripherals for Microcomputers
920-00	Data Processing Services and Software
984-00	Rental or Lease Services of Computers, Data Processing, and Word Processing Equipment

Only applicants certified in these NIGP Codes are eligible to apply. The LSDBE categories covered are Business Services and Goods and Equipment. Applications submitted by applicants that are not certified in the appropriate NIGP Codes at the time they apply shall be rejected and shall not be considered for award.

2.8 CONTRACT PERIOD AND PRICING

- a. The applicant shall identify all products or services that the applicant will provide from the federal multiple award or other federal schedule contract for **Information Technology Services, Equipment and Software** in accordance with Sections 2 and 3 of this request. Please complete and submit item descriptions and prices for each period listed below.

- b. If the applicant intends to offer the entire pricing schedule of the adopted federal contract, simply indicate for each category below “applicant hereby adopts the entire price schedule or catalog.”

Base Year (Date of Award through One Year Thereafter) - List all applicable base year services, labor categories and related prices that are being adopted from the federal multiple award or other federal contract.

Option Year One (12 month period) - List all applicable option year one services, labor categories and related prices that are being adopted from the federal multiple award or other federal contract.

Option Year Two (12 month period) - List all applicable option year two services, labor categories and related prices that are being adopted from the federal multiple award or other federal contract.

Option Year Three (12 month period) - List all applicable option year three services, labor categories and related prices that are being adopted from the federal multiple award or other federal contract.

Option Year Four (12 month period) - List all applicable option year four services, labor categories and related prices that are being adopted from the federal multiple award or other federal contract.

2.9 NUMBER OF FEDERAL MULTIPLE AWARDS ELIGIBLE FOR ADOPTION

Applicants shall adopt no more than three (3) federal contracts in their application. The applicant may offer prices that are lower or no greater than the prices within the adopted contracts.

SECTION 3

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

3.1 SCOPE: INFORMATION TECHNOLOGY SERVICES, EQUIPMENT AND SOFTWARE

The Government of the District of Columbia, Office of Contracting and Procurement (OCP), on behalf of District agencies seeks to establish a multiple award, Indefinite Delivery/Indefinite Quantity type contract (Schedule) for Information Technology Services, Equipment and Software :

3.2 TYPE OF SERVICES

These IDIQ contracts cover Information Technology Services, Equipment and Software to enable District agencies to implement information technology projects to improve mission performance, quality, timeliness and efficiency in support of overall program goals and objectives.

Specifically, under this Schedule, Contractors shall provide services, equipment and software to support agencies in the development, implementation and continuation of the full range of information technology programs and projects.

3.2.1 For IT Services, applicants are required to provide labor categories, labor descriptions and hourly rates under each category of services for which they wish to be considered for award.

Listed below are example labor categories that are consistent with providing Information Technology Services. However, this Schedule is not limited to these categories. Contractors may propose additional related categories for information technology services as long as they are substantiated by a current and relevant federal contract.

Corporate Executive
Program Manager
Subject Matter Expert
Business Manager
Project Manager
Task Order Manager
Project Scheduler
Technical Writer

Technical Typist
Training Specialist
Computer Systems Analyst
Applications Programmers
Systems Programmers
Systems Engineers
Computer Operators
Information Systems Engineer
Software Engineer
Communications Systems Engineers
Operations Managers
Telecommunication Engineers
Imaging Engineers
Systems Integration Engineers
Network Engineers
Database Consultants
Desktop Engineers
Information Technology Policy Analysts
Configuration Engineers

All of the above may also be subdivided into Senior or Junior positions, Analysts, Technicians, Specialists, or Managers as long as they are substantiated by a current and relevant federal contract.

The following CLINs. for IT Services, which are outlined in Section 2, are primarily affected:

CLIN 0003 Maintenance of Equipment, Repair Service and/or Repair/Spare Parts
CLIN 0006 Maintenance of Software
CLIN 0007 IT Training Services and Products
CLIN 0008 Professional Information Technology Services
CLIN 0009 Electronic Commerce Services
CLIN 0010 Wireless Services
CLIN 0011 Authentication Products and Services

3.2.2 For IT Products and Equipment the following CLINs., as detailed in Section 2, are primarily affected:

- CLIN 0001 Rental or Lease of IT Equipment
- CLIN 0002 Purchase of Equipment
- CLIN 0004 Term Software Licenses
- CLIN 0005 Perpetual Software Licenses

End of Scope

SECTION 4

DELIVERIES OR PERFORMANCE

4.1 CONTRACT TYPE

The District contemplates the award of an Indefinite Delivery/Indefinite Quantity (ID/IQ) contract. Delivery or performance shall be made as authorized by individual delivery orders (DOs) for supplies and equipment or task orders (TOs) for services.

4.2 TERM OF CONTRACT

The term of the contract shall be for a period of one base year and four (4) option years from date of award specified on the cover page of the contract.

4.3 OPTION PERIOD

The District may extend the term of this contract by exercising up to four (4), one-year, option periods.

The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

4.4 OPTION TO EXTEND THE TERM OF THE CONTRACT

- a. The District may extend the term of this contract for a maximum of four (4), one-year option periods, or 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 contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to the expiration of the contract.

- b. If the District exercises this option, the extended contract shall be considered to include this option provision. The prices for the option period shall be as specified in the contract.
- c. **The District will not exercise an option or partial option if the contractor is not in compliance with the tax filing and payment requirements of the District of Columbia tax laws and is certified by the Small and Local Business Opportunity Commission as a local, small, disadvantaged, resident-owned, enterprise zone based, or long-time resident business..**

4.5 DELIVERABLES

The contractor shall submit all deliverables in writing according to the following schedules and as further required by individual task or delivery orders:

NIGP Code	DESCRIPTION OF DELIVERABLE	QUANTITY	DUE DATES	FORMAT/MEDIUM
920 984 204	Quarterly Sales Report	2 copies to DCSS Contracting Officer or designee	On or before the 30 th day after the preceding three (3) month fiscal quarter	Hard copy. See DCSS Terms & Conditions , Paragraph 3
918 984 204	Authorized Catalog or Schedule Price List or other Federal Award Price List	2 copies to each eligible D.C. Agency	Within 30 business days after award	See DCSS Terms & Conditions, Paragraph 26

Failure to submit these deliverables may be cause for termination of the contract or the District’s decision not to exercise the option to extend its term.

4.6 MAXIMUM CONTRACT CEILING

- a. Pursuant to the District of Columbia Supply Schedule Terms and Conditions (January 2006), Attachment B, Section 5, the District reserves the right to increase or

decrease the maximum contract ceiling for this solicitation at any time via written modification. The maximum contract ceiling for each year for this schedule is \$10,000,000.00 (ten million dollars).

- b. No individual order or accumulated amount of orders within a twelve-month period placed by the District shall exceed \$999,999.00, without obtaining prior approval from the Council of the District of Columbia.
- c. Contracting Officers are encouraged to seek price reductions when orders exceed ten percent (10%) of the maximum ceiling. The Contractor agrees to negotiate price reductions for any items when orders exceed ten (10%) of the maximum ceiling.

4.7 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

The Contractor shall submit to the District as a deliverable a copy of reports that are required pursuant to section 20e of the DCSS Terms and Conditions concerning the 51% District Residents New Hires Requirements and the First Source Employment Agreement. If the Contractor does not submit the reports as a part of the deliverables, final payment to the Contractor may not be paid.

4.8 ORDER OF PRECEDENCE

Any inconsistency in this application shall be resolved by giving precedence in the following order: Section 2, Description of Supplies or Services and Prices; Section 3, Description/Specifications/Work Statement; Attachment A, the District of Columbia Standard Contract Provisions for Use with District of Columbia Government Supply/Services Contracts; and Attachment B, the DC Supply Schedule Terms and Conditions.

SECTION 5

APPLICATION

The following information details exactly what the application must include for a DCSS contract. To facilitate accurate completion of your application, check the box after you have completed the task. **Failure to submit the necessary information will be cause to reject the application.**

a. **Provide Written Offer**

In addition to your response to the request for applications, complete, sign and return the Letter of Offer offering your products/services, prices and acceptance of terms and conditions.

Check

Pursuant to Section 3 of this application, if the entire contract catalog or price list for services or supplies is not being offered, clearly specify the products and services that are being offered for your DCSS contract.

b. **Two Copies Required**

Submit two copies of the current federal multiple award or other federal contract with pricing.

Check

If electronic versions are available, they shall be submitted on diskette or CD-ROM. Preferred format: Adobe Portable Document Format (PDF)
Alternative formats: Microsoft Word 2003

c. **Required Contractor Information**

Check

- Submit all information set forth in Section 11 of this request.
 - Submit a capability statement--a narrative description of your company's area of expertise and accomplishments in the areas for which you are applying.
 - Complete and submit all certifications, representations and agreements in section 8.
 - Complete, sign and return the Solicitation, Application and Award Form (page 1).
 - Include applicant's mailing address for task/delivery orders and contact person to receive task/delivery orders.
 - Include applicant's telephone number for answering agency questions; fax number for faxing agency purchase orders; and applicable Email address.
 - Provide Financial Statement, including Profit & Loss Statement and Balance Sheet for one (1) year.
 - Submit at least three (3) relevant customer references of past performance for the past three (3) years. New contractors, without past performance references in the name of the contractor, may provide references for the principal(s) of the contracting entity. For each reference, submit the name of the contact person, the name of the company or agency, the complete address, the telephone number and the fax number.
 - For products or supplies, submit written substantiation that the applicant is authorized to sell the products and provide related services.
-

The application may be completed on-line. However, for the information required in Sections 5a-c above and attachments described therein which require original signature and submission, please submit original copies to:

Office of Contracting and Procurement
Bid Room
441 4th St. NW Suite 703S
Washington, DC 20001
Attention: D.C. Supply Schedule Processing
LABEL ALL SUBMISSIONS: "IN RESPONSE TO DCSS REQUEST for
APPLICATION
DCSS-2006-R-918-00

SECTION 6

CONTRACT ADMINISTRATION DATA

6.1 INVOICE PAYMENT

- (a) After the award of a Task or Delivery Order, the District will make payments to the Contractor, upon the submission of proper invoices or vouchers, at the prices stipulated in the contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in the contract awarded.
- (b) The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

6.2 INVOICE SUBMITTAL

- (a) The Contractor shall submit proper invoices on a monthly basis or as otherwise specified within the Task or Delivery Order. 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). The name, address, and telephone number of the appropriate CFO and COTR will be provided to the Contractor under each task or delivery order.
- (b) To constitute a proper invoice, the Contractor shall submit the following information on the invoice;
 - Contractor's name, Federal tax ID and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible);
 - Contract number (Block No. 2) of the executed Solicitation, Application and

Award Form (page 1), and delivery or task order and encumbrance (purchase order) number.

- Assignment of an invoice number by the Contractor is required;
 - Description, price, quantity and the date(s) that the supplies/services were actually delivered or performed.
- (c) Other supporting documentation or information, as required by the Contracting Officer:
- Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
 - Name, title, phone number of person preparing the invoice;
 - Name, title, phone number and mailing address of person to be notified in the event of a defective invoice; and
 - Authorized signature

6.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

- (a) 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 subsection 20e of the DCSS Terms and Conditions.
- (b) 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.

6.4 ASSIGNMENTS

- (a) In accordance with 27 DCMR 3250, unless otherwise prohibited by this contract, 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.
- (b) Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- (c) Notwithstanding an assignment of money claims pursuant to authority contained in

the contract, 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).

6.5 CONTRACTING OFFICER (CO)

Contracts shall be entered into and signed on behalf of the District only by Contracting Officers. The address and telephone number of the Contracting Officer for this application is:

Janice Parker Watson
Commodity Manager
Citywide Contracts Commodity Buying Group
Office of Contracting and Procurement
441 4th St. NW Suite 700S
Washington, DC 20001
Telephone: (202) 727-0252

6.6 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

The Contracting Officer is the only person authorized to approve changes in any of the requirements of the contract resulting from the application.

The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of the contract, unless issued in writing and signed by the Contracting Officer.

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 price increase incurred as a result thereof.

6.7 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

The COTR shall be:

Joseph Albanesi
Assistant Commodity Manager
Citywide Contracts Commodity Buying Group
Office of Contracting and Procurement
441 4th St. NW Suite 700S
Washington, DC 20001
Telephone: (202) 727-0252

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 agency COTR for this contract will be determined at the time of issuance of task or delivery orders.

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

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.

6.8 QUICK PAYMENT ACT

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.

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.

SECTION 7

LIST OF ATTACHMENTS

- A. Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, November 2004
- B. District of Columbia Supply Schedule Terms and Conditions, January 2006
- C. Wage Determination No. 1994-2103 Rev. No. 34, 05/23/2005
- D. E.E.O. Information and Mayor's Order 85-85
- E. Tax Certification Affidavit
- F. First Source Employment Agreement
- G. Letter of Offer
- H. Certification of Intent to Enter into Employment Contract
- I. Certification as to Compliance with Equal Opportunity Obligations
- J. Metropolitan Washington Council of Governments Rider Clause
- K. Sample Calculations for Developing Fully Loaded Rates

SECTION 8

**REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF APPLICANTS**

8.1 CERTIFICATION OF INTENT TO ENTER INTO EMPLOYMENT CONTRACT

See Attachment H.

**8.2 CERTIFICATION AS TO COMPLIANCE WITH EQUAL EMPLOYMENT
OPPORTUNITY OBLIGATIONS**

See Attachment I.

8.3 BUY AMERICAN CERTIFICATION

The applicant hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in General Provisions 23 of the Standard Contract Provisions, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

COUNTRY OF ORIGIN

EXCLUDED END PRODUCTS

8.4 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each applicant shall check one of the following:

No person listed in Clause 13 of the Standard Contract Provisions 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 Standard Contract Provisions.

8.5 METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE

See Attachment J.

8.6 TYPE OF BUSINESS ORGANIZATION

The applicant, 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; or _____

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

- an individual _____
- a joint venture, or _____
- a corporation registered for business in _____
(Country)

8.7 AUTHORIZED NEGOTIATORS

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

Names: _____

Titles: _____

Telephone: _____

8.8 TAX CERTIFICATION

Each applicant shall complete and submit with its application, a sworn Tax Certification Affidavit that is incorporated herein (Attachment E).

8.9 WALSH-HEALEY ACT

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

- (a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR 50-201.3) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2) (41 U.S.C.40). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (29 U.S.C. 214).

SECTION 9

INSTRUCTIONS, CONDITIONS AND NOTICES TO APPLICANTS

9.1 CONTRACT AWARD

Most Advantageous to the District

The District intends to award multiple contract(s) as a result of this request to the responsible applicant(s) whose application(s) conforming to the request will be most advantageous to the District. See Section 11.1, Basis of Award.

9.2 APPLICATION FORM, ORGANIZATION AND CONTENT

Applicants are required to provide labor categories, labor descriptions and hourly rates for each type of service for which they wish to be considered for award. See Description/Specifications/Work Statement, Section 3. Further, applications shall be submitted in accordance with Section 5.

9.3 HAND DELIVERY OR MAILING OF APPLICATIONS

In accordance with Section 5, if an applicant does not elect to complete and submit the application on-line, the applicant may print and complete the entire application and deliver or mail to:

Office of Contracting and Procurement
Bid Room, Suite 703 South
441 4th Street, NW
Washington, DC 20001
Attn: DCSS Application Processing

All certifications, attachments and the information required in Section 5 a-c must be delivered to this address.

9.4 APPLICATION INFORMATION

DCSS application submission is on a continuous basis. Therefore, there is no provision regarding late submissions. However, the District reserves the right to establish a closing or

due date for any and all applications, and incorporate any provision regarding late applications and amendments of applications at a later date by written amendment to this request.

9.5 EXPLANATION TO PROSPECTIVE APPLICANTS

If a prospective applicant has any questions relative to the application, the prospective applicant shall submit the question in writing to the Contact Person, identified on page one. The District will furnish responses promptly to all prospective applicants.

An amendment to the request will be issued if that information is necessary in submitting applications, or if the lack of it would be prejudicial to any other prospective applicant. Oral explanations or instructions given before the award of the contract will not be binding.

9.6 RESERVED

9.7 APPLICATION PROTESTS

Any actual or prospective applicant who is aggrieved in connection with application 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 an application which are apparent prior to bid opening, or the time set for receipt of initial applications shall be filed with the Board prior to bid opening or the time set for receipt of initial applications. In procurements in which applications are requested, alleged improprieties which do not exist in the initial application, but which are subsequently incorporated into this application, must be protested no later than the next closing time for receipt of applications 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 for the application.

9.8 SIGNING OF APPLICATIONS

In addition to the Letter of Offer, the Contractor shall sign and print or type its name on the Solicitation, Application and Award Form of the application and return it in accordance with Section 5. The person signing the application must initial any erasures or other changes.

Applications 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.

9.9 UNNECESSARILY ELABORATE APPLICATIONS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this application are not necessary and may be construed as an indication of the applicant's lack of price consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

9.10 RETENTION OF APPLICATIONS

All pricing documents will be the property of the District and will be retained by the District, and therefore will not be returned to the applicants.

9.11 APPLICATION COST

The District is not liable for any cost incurred by the applicants in submitting responses to this request for applications.

9.12 ACKNOWLEDGMENT OF AMENDMENTS

The applicant shall acknowledge receipt of any amendment(s) to this request by (a) signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in the Block 14 of the Solicitation, Application and Award Form; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of applications. Applicants' failure to acknowledge an amendment may result in rejection of the application.

9.13 ACCEPTANCE PERIOD

The applicant agrees that its offer remains valid for a period of 180 calendar days after submission.

9.14 LEGAL STATUS OF APPLICANT

Each applicant must include the following information with their application:

- Name, address, telephone number and federal tax identification number;
- District of Columbia license, registration or certification, if required by law to obtain such license, registration or certification. If the applicant 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 applicant shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and,
- If the applicant is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming contracts.

The District reserves the right to request additional information regarding the applicant's organizational status.

9.15 STANDARDS OF RESPONSIBILITY

Prior to award of a Schedule contract, the applicant must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements; therefore, the applicant must submit with their application, the documentation listed below:

- Furnish recent financial statements, including a Profit and Loss Statement and Balance Sheet.
- Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- Furnish evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- Furnish evidence of the necessary organizational, experience, accounting and operational control, technical skills or the ability to obtain them.

- Furnish evidence of compliance with the applicable District licensing and tax laws and regulations.
- Furnish evidence of a satisfactory performance record, and record of integrity and business ethics.
- Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- Furnish written substantiation that they are authorized to sell the products and provide related services. Written authorizations from manufacturers or distributors will meet this requirement for resale of products and the provisioning of related training.
- Furnish evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

If the applicant fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the applicant to be non-responsible.

9.16 APPLICATIONS WITH OPTION YEARS

The applicant shall include option year prices in its application. An application may be determined to be unacceptable if it fails to include option year pricing.

9.17 ELECTRONIC COPY OF APPLICATIONS FOR FREEDOM OF INFORMATION ACT REQUESTS

In addition to other application submission requirements, the applicant must submit an electronic copy of its application, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code § 2-534, in order for the District to comply with Section 2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District applications, subject to applicable FOIA exemption under Section 2-534(a)(1).

SECTION 10

CLAUSES FOR PROCUREMENTS RESTRICTED TO THE LSDBE SET-ASIDE MARKET

10.1 DESIGNATION OF APPLICATION FOR THE LSDBE SET-ASIDE MARKET ONLY

This request for application is designated for certified Local, Small and Disadvantaged Business Enterprises (LSDBEs) only 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,” DC Law 16-33, effective October 20, 2005.

Sec. 2345 of the Act, provides that each agency shall set aside every contract (task order or delivery order) of \$100,000 or less for the District of Columbia Supply Schedule for small business enterprises; provided, that the agency shall not be required to set aside a contract if the agency determines in writing that there are not at least two (2) responsible certified small business enterprises on the DCSS that can provide the services or goods which are the subject of the contract.

10.2 VENDOR SUBMISSION OF CERTIFICATION

Any vendor seeking to submit an application as an LSDBE in response to this request for applications must submit a copy of the LSDBE letter of certification from the SLBOC at the time of submission, as a part of the application process. Failure to submit the required LSDBE letter of certification with the application will be cause to reject the application, and it shall not be considered for award.

Applications submitted by vendors that are not certified in the appropriate NIGP Code at the time the application is submitted shall be rejected and shall not be considered for award. (For further information regarding the appropriate NIGP code, see paragraph 2.7 of this request.)

For further information on the LSDBE certification process, vendors are encouraged to contact the Department of Small and Local Business Development (DSLBD) at (202) 727-3900.

10.3 PENALTIES FOR MISREPRESENTATION

Any material misrepresentation could result in termination of the contract, the contractor's liability for civil and criminal action in accordance with the Act, and other District laws, including debarment.

10.4 SUBCONTRACTING BY CERTIFIED SMALL BUSINESS ENTERPRISES

When a prime contractor is certified by the Small and Local Business Opportunity Commission (SLBOC) as a small business, the prime contractor shall perform at least fifty (50%) percent of the contracting effort, excluding the cost of materials, goods and supplies, with its own organization and resources, and if it subcontracts, fifty percent (50%) of the subcontracting effort, excluding the cost of materials, goods and supplies shall be with certified local, small, and disadvantaged business enterprises and resident business ownerships unless a waiver is granted by the contracting officer, with the prior approval and consent of the Director of the SLBOC, under the provisions of 27 DCMR 805, 39 DCR 9050-9060 (December 4, 1992).

By submitting an application, the prime contractor certifies that it will comply with the requirements of this clause.

10.5 SBE JOINT VENTURES

A joint venture between a small business enterprise and another entity shall be eligible to submit an application in response to this request if the joint venture is certified by the SLBOC.

SECTION 11

METHOD OF AWARD

11.1 BASIS OF AWARD

Selection of awardees shall be based on applicants achieving the following:

- (a) Identifying and offering prices that are no greater than those of an identified federal multiple award or other federal contract that is providing services or supplies consistent with the scope of the DCSS application. The District reserves the right to enter into negotiations to establish fair and reasonable prices. For further information, see Section 2.3.
- (b) Accepting the District of Columbia Supply Schedule Terms and Conditions and District of Columbia Standard Contract Provisions for Services and Supplies.
- (c) Submitting at least three (3) relevant customer references of past performance for the past three (3) years. References must reflect a satisfactory rating in support of the applicant's ability to satisfactorily provide the services or products as identified in the scope of the application. New contractors, without past performance references in the name of the contractor, may provide references for the principal(s) of the contracting entity. For each reference, submit the name of the contact person, the name of the company or agency, the complete address, the telephone number and the fax number.
- (d) Submitting a written certification that all personnel proposed on individual task orders shall meet the minimum education/experience requirements as stipulated in the federal contract being used to establish the DCSS contract.
- (e) Furnishing written substantiation that the contractor is authorized to sell the products and provide related services. Written authorizations from manufacturers or distributors will meet this requirement for resale of products and the provision of related training.
- (f) Determining the applicant responsible in accordance with Section 9. 15 of this request – "Standards of Responsibility".

11.2 NOTICE OF AWARD

The Applicant shall be notified in writing of its acceptance as a DCSS contractor.

11.3 LIMITATION OF SCHEDULE CONTRACTORS

The total number of awards to be established under this application shall be no more than n/a. See "LIMITATION OF SCHEDULE CONTRACTORS" under Section 29 of the DCSS Terms and Conditions.

SECTION 12

CONFIRMATION AND AGREEMENT

- 12.1** It is the responsibility of the applicant to read and comply with all terms and conditions set forth within and attached hereto this request for application.
- 12.2** To ensure timely processing and award, please be certain that all information required in Sections 2, 5, 8 and 9, and information (including attachments) requiring original signature are sent to the address in Section 5d.
- 12.3** For any information regarding the processing, status and award of this application, please contact Gloria Spann, (202) 724-5460, gloria.spann@dc.gov.