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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 Temporary Support Services 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](http://www.ocp.dc.gov).

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

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#### **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.

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#### **What if my company offers similar supplies or services under a federal multiple awards 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.

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.

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**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 Temporary Support Services. Contractors shall provide temporary support services to enable agencies to augment staffing requirements.

#### 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:

96130	Employment Agency and Search Firm Services
95874	Personnel Management Services

Only applicants certified in these NIGP Codes are eligible to apply. The LSDBE category covered is Business Services. 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 **Temporary Support Services** 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.”

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**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.

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**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.

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**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.

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**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.

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**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.

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## **2.9 NUMBER OF FEDERAL MULTIPLE AWARDS ELIGIBLE FOR ADOPTION**

Applicants shall adopt only one (1) federal contract 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: TEMPORARY SUPPORT SERVICES**

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 Temporary Support Services.

#### **3.2 TYPE OF SERVICES**

These IDIQ contracts are intended to provide District agencies with a temporary solution to augment staffing needs. The application includes, but is not limited to the following occupational categories for which applicants must provide job descriptions and pricing:

##### **ADMINISTRATIVE SUPPORT AND CLERICAL OCCUPATIONS**

Administrative Clerk, Accounting Clerk I – IV, Court Reporter, Motor Vehicle Dispatcher, Document Preparation Clerk, Messenger (Courier), Duplicating Machine Operator, Film/Tape Librarian, General Clerk I – IV, Housing Referral Assistant, Key Entry Operator I – II, Order Clerk I – II, Personnel Assistant (Employment) I – IV, Production Control Clerk, Rental Clerk, Secretary I thru V, Service Order Dispatcher, Stenographer I – II, Switchboard Operator-Receptionist, Test Examiner, Test Proctor, Travel Clerk I – III, Word Processor I – III, Maintenance Scheduler, Survey Worker (Interviewer).

##### **AUTOMATIC DATA PROCESSING OCCUPATIONS**

Computer Data Librarian, Computer Operator I – V, Computer Programmer I – IV, Computer Systems Analyst I – III, Peripheral Equipment Operator, Program Analyst.

##### **INFORMATION AND ARTS OCCUPATIONS, INCLUDING MISCELLANEOUS OCCUPATIONS**

Audiovisual Librarian, Illustrator I – III, Librarian, Library Technician, Photographer I – V, Child Development I – III, Food Service Worker, Cashier, Desk Clerk, Lifeguard.

##### **TECHNICAL AND PROFESSIONAL OCCUPATIONS**

Cartographic Technician, Computer Based Training (CBT), Specialist/Instructor, Civil Engineering Technician, Drafter I – IV, Engineering Technician I – VI, Environmental Technician, Graphic Artist (Designer), Paralegal/Legal Assistant I – IV, Instructor, Laboratory Technician (Laboratory Tester), Technical Writer, Attorney.

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:

<b>NIGP Code</b>	<b>DESCRIPTION OF DELIVERABLE</b>	<b>QUANTITY</b>	<b>DUE DATES</b>	<b>FORMAT/MEDIUM</b>
96130 95874	Quarterly Sales Report	2 copies to DCSS Contracting Officer or designee	On or before the 30 <sup>th</sup> day after the preceding three (3) month fiscal quarter	Hard copy. See DCSS Terms & Conditions , Paragraph 3
96130 95874	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.**

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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.

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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

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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.
-

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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 4<sup>th</sup> 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-96130-00

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## 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 30<sup>th</sup> 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 4<sup>th</sup> 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 4<sup>th</sup> 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.

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**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 4<sup>th</sup> 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.