

ATTACHMENT B

**DISTRICT OF COLUMBIA  
SUPPLY/SERVICE SCHEDULE  
(DCSS)**



**TERMS AND CONDITIONS**

**August 2003**

District of Columbia Government  
Office of Contracting and Procurement

## **1. SALES DISCOUNTS**

The District of Columbia shall receive additional discounts based on the aggregate purchases made under this Agreement. Contractors shall remit, as a discount on sales, one percent (1%) of all sales purchase orders, delivery orders, task orders, and purchase cards transactions to the District of Columbia on a quarterly basis. The amount due shall be paid by check, made payable to the DC Treasurer and delivered with each quarterly sales report to the DCSS Contracting Officer. The check shall cite the award number and include the statement "Discount on DCSS Sales". The check shall reflect a 1% discount of the all sales reported within the quarterly sales report. Failure to comply with this provision will result in suspension or termination of your DCSS contract. Any disputes concerning the amount due to the District of Columbia shall be subject to the Disputes Clause.

## **2. WARRANTY**

Unless specified otherwise in this award, the Contractor's standard commercial warranty as stated in the adopted federal contract will apply to this award. In addition to the Contractor's standard commercial warranty, the Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this award. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the District for consequential damages resulting from any defect or deficiencies in accepted items. Task or Delivery Orders issued under this contract may further stipulate specific warranties.

## **3. QUARTERLY SALES REPORT**

The Contractor shall furnish a quarterly report in triplicate, itemizing the dollar value of all sales under the award during the preceding 3-month period, to include any partial month, by District Agency and Council of Governments jurisdiction. The dollar value of a sale is the price invoiced by the Contractor to customer for products and services received on a DCSS contract, as recorded by the Contractor. The report is due within 30 days following the completion of the reporting period.

The report must include the following information:

- Jurisdiction
- Agency Name
- DCSS Contract Number
- Task Or Delivery Order Number
- Order Date
- Total Order Amount For Each Agency
- Total Dollars For The Quarter

The total dollars for the quarter should be a sum of the total dollars per order for all orders. It is NOT the sum of monies invoiced or payment received.

The task or delivery order should only be reported once in the quarter identified by the order date regardless of when the services were performed, products delivered, orders invoiced, or payments received.

A report is required even when there is no activity.

Reports must be submitted by U.S. Mail, along with your Aggregate Sales Discount check to the following address:

DCSS Contracting Officer  
Office of Contracting & Procurement  
441 4<sup>th</sup> St. NW Suite 700 South  
Washington, DC 20001  
Attention: DCSS Quarterly Report

#### **4. ORDERING CLAUSE (PROCEDURES)**

Agencies shall initiate procurement actions under the DCSS by placing orders through the Contracting Officer. All ordering shall be accomplished by issuing either a Delivery Order (supplies) or Task Order (services) to the contractor. Orders must contain the following minimum information:

- a. Delivery Orders (DO) for supplies shall contain the following information:
  - i. Description of item(s)
  - ii. Name of Contractor
  - iii. DCSS Award Number
  - iv. DO Number
  - v. Date
  - vi. Quantity, unit price, and total price
  - vii. Delivery schedule/destination
  - viii. Point of Contact/address/phone number
  - ix. Invoicing Information

- x. Funds Certification
- b. Task Orders (TO) for services shall contain the following information:
  - i. Description of services to be performed
  - ii. Name of Contractor
  - iii. DCSS Award Number
  - iv. TO Number
  - v. Date
  - vi. Total dollar value of TO (broken down by labor category, labor hour rate and any ancillary supplies required)
  - vii. Location of Service Need
  - viii. Point of Contact/address/phone number
  - ix. Invoicing Information
  - x. Funds Certification
- c. The process for ordering services or supplies shall be:
  - i. The Agency Chief Contracting Officer (or designee), in conjunction with the Technical Representative (COTR), shall prepare a statement of work (SOW) or Statement of Need, task oriented or performance based (for services), and attempt to solicit quotes from a minimum of two (2) DCSS contractors.
  - ii. The SOW shall contain all relevant information necessary for the contractor to submit a price proposal, including, but not limited to:
    - location of service or supply requirement;
    - service to be performed or description of supplies needed
    - required start date of service;
    - required completion date of service;
    - required delivery date for supplies

- qualitative and/or quantitative measure by which the contractors performance will be measured (for services); and
  - date and location the price proposals are due.
- iii. The Agency Chief Contracting Officer, shall then further negotiate or select the vendor whose price proposal is most advantageous to the District, price and other factors considered.

## **5. ORDERING LIMITATIONS & INFORMATION**

**MINIMUM ORDER:** The District guarantees the minimum order for each awardee in an amount of \$50.00 for the base year only.

**MAXIMUM ORDER:** For any task or delivery order, the maximum order limitation shall be no greater than the maximum contract ceiling amount.

**MAXIMUM CONTRACT CEILING:** The maximum contract ceiling for each year is \$999,999.00.

The District is not obligated to order any products, goods, commodities or services beyond the stated minimum of this invitation or any subsequent contracts awarded hereunder. All orders will be placed in accordance with the terms of the award.

Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause. The Contractor shall furnish to the District, when and if ordered, the supplies or services specified in the award. There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.

Any order issued during the effective period of this award and not completed within that period shall be completed by the contractor within the time specified in the order. The award shall govern the Contractor's and the District's rights and obligations with respect to that order to the same extent as if the order were completed during the award's effective period.

## **6. RESERVED**

## **7. PRODUCT REMOVAL AND MODIFICATION**

If any product delivered to the District requires modification, is removed or recalled by the Contractor or manufacturer, or if any required modification, removal or recall is suggested or mandated by a regulatory or official agency, the Contractor shall

immediately notify the Director, Office of Contracting and Procurement, District of Columbia Government, 441 4th Street, N.W., Suite 700S, Washington, D.C. 20001, in writing, within five (5) working days of the contractor's knowledge of recall or modification and provide two copies of the notification which shall include, but not be limited to the following:

- a. Complete item description and/or identification, order numbers from customers, and the award number assigned as a result of an award on this invitation.
- b. Reasons for modifications, removal or recall.
- c. Necessary instructions for return for credit, replacement or corrective action.
- d. Provide the above information to all agencies as well as to those District of Columbia facilities that have purchased the product.

**8. DEPARTMENT OF LABOR WAGE DETERMINATIONS (IF APPLICABLE)**

The Contractor shall be bound by the Wage Determination *1994-2103 Rev. #30 dated June 3, 2003*, issued by the U.S. Department of Labor in accordance with the Service Contract Act and incorporated herein as Attachment D, Section 7 of this solicitation. The Contractor shall be bound by the wage rates for the term of the Contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer for the option obtains a revised wage determination, that determination is applicable for the option periods; the Contractor may be entitled to an equitable adjustment.

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

- a. At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. For cost reimbursement contracts, any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the District Government and an overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.
- b. The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation.

- c. The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.
- d. The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.
- e. Persons duly authorized by the Contracting Officer shall have full access to and the right to examine any of the Contractor's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- f. The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

## **10. PUBLICITY**

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

## **11. CONFLICT OF INTEREST**

- a. No official or employee of the District of Columbia or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Official Code section 2-310.01 and Chapter 18 of the DC Personnel Regulations).
- b. The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

**12. DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL**

The key personnel specified in the contract or ensuing task orders are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the Contracting Officer at least thirty calendar days in advance and shall submit justification (including proposed substitutions), in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall not reassign these key personnel or appoint replacements, without written permission from the Contracting Officer.

**13. APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated April 2003 (Attachment A-Section 7 of the Solicitation/Application) are incorporated as part of the contract resulting from this solicitation.

**14. CONTRACTS THAT CROSS FISCAL YEARS**

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

**15. CONFIDENTIALITY OF INFORMATION**

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

**16. TIME**

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

**17. RESTRICTION ON DISCLOSURE AND USE OF DATA**

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

Mark the title page with the following legend:

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

Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

## **18. RIGHTS IN DATA**

- a. "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
- b. The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.
- c. The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management

systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

- d. The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- e. All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- f. The District shall have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or award made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, not withstanding any contrary provision in any such license or award, such restricted rights shall include, as a minimum the right to:
  - (i) Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
  - (ii) Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
  - (iii) Copy computer programs for safekeeping (archives) or backup purposes; and

- (iv) Modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- g. The restricted rights set forth in Section f. above are of no effect unless
- (i) the data is marked by the Contractor with the following legend:
 

**RESTRICTED RIGHTS LEGEND**

Use, duplication, or disclosure is subject to restrictions stated in Contract No. \_\_\_\_\_  
 With \_\_\_\_\_ (Contractor's Name)  
 and \_\_\_\_\_.
  - (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or award made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.
- h. In addition to the rights granted in Section f. above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section f. above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- i. Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use Paragraph 18, Rights in Data in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- j. For all computer software furnished to the District with the rights specified in Section e., the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section e. For all computer software

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

- k. The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses,
  - (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or
  - (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- l. Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- m. Paragraphs f., g., h., k. and l. above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

## **19. OTHER CONTRACTORS**

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

## **20. FIRST SOURCE EMPLOYMENT AGREEMENT**

The Contractor shall maintain compliance with the terms and conditions of the First Source Employment Agreement (Section 7, Attachment G of the Solicitation/Application) executed between the District of Columbia and the Contractor throughout the entire duration of the contract, including option periods if any.

**21. SUBCONTRACTS**

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

**22. RESERVED****23. INSURANCE**

The Contractor shall obtain the minimum insurance coverage set forth below prior to award of the contract and within ten (10 ) calendar days after being called upon by the District to do so and keep such insurance in force throughout the contract period.

- a. Bodily Injury: The Contractor shall carry bodily injury insurance coverage written in the comprehensive form of policy of at least \$500,000 per occurrence.
- b. Property Damage: The Contractor shall carry property damage insurance of at least \$20,000 per occurrence.
- c. Workers' Compensation: The Contractor shall carry workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this contract, and the Contractor agrees to comply at all times with the provisions of the workers' compensation laws of the District.
- d. Employer's Liability: The Contractor shall carry employer's liability coverage of at least one hundred thousand dollars (\$100,000).
- e. Automobile Liability: The contractor shall maintain automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.
- f. All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. All insurance shall be written with responsible

companies licensed by the District of Columbia's Department of Insurance and Securities Regulation with a certificate of insurance to be delivered to the District's Contracting Officer within fourteen (14) days of contract award. The policies of insurance shall provide for at least thirty (30) days written notice to the District prior to their termination or material alteration.

**24. EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Attachment E-Section 7 of the Solicitation/Application. An award cannot be made to any Offeror who has not satisfied the equal employment requirements as set forth by the Office of Local Business Development.

**25. RESERVED**

**26. AUTHORIZED SCHEDULE PRICELIST**

The Contractor shall prepare, print, and distribute a copy of its Authorized Schedule Pricelist, as directed by the Contracting Officer at the time of schedule award, by either:

Using the commercial catalog or price list as accepted by the District of Columbia, showing accepted discounts, and excluding all items, terms, and conditions not accepted by lining out those items or by a stamp across the face of the items stating "NOT UNDER SCHEDULE" or "EXCLUDED." **OR**

Composing a price list in which only those items, terms, and conditions accepted by the District of Columbia are included, and which contain only net prices, based upon the commercial price list less any discounts accepted by the District of Columbia. In this instance, the Contractor must show on the cover page the notation "Prices Shown Herein are Net (discount deducted)." In either instance, the Authorized Schedule Pricelist shall reflect prices that are not greater than the prices set forth under the federal contract adopted by the offeror and shall include the following information:

- (i) Award Number
- (ii) Period of Performance
- (iii) Contractor's name, address, and telephone number (include e-mail and FAX number)
- (iv) Contract administration source (if different from preceding entry)
- (v) Business size and makeup (large, small, disadvantaged, local, enterprise zone)

Within 30 days following notification of contract award, notification of price increase, or price reduction, the Contractor shall provide to each District Agency two copies of the Authorized Schedule Price List. The Contractor shall make additional copies of the Contractor's Authorized Schedule Pricelist during the period of the award to any authorized schedule user, upon request. The Authorized Schedule Pricelist shall be hard copy. However, the District encourages all suppliers to provide such price lists on a searchable electronic medium such as diskette or CD-ROM, compatible with MS 2000 Word, Excel or Access.

**27. RESERVED**

**28. CONTRACTOR WEB SITES**

Contractors with web sites listing their DCSS products, services and prices must also include DCSS contract provisions, ordering procedures, contract exclusions, and reference to the adopted contract.

**29. LIMITATION OF SCHEDULE CONTRACTORS**

The District government reserves the right to limit the number of awardees for a given multiple award schedule. Such limitations shall be stated in the Award Section of the Solicitation/Application.

**30. ECONOMIC PRICE ADJUSTMENT (Products Only)**

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

- a. Contractors shall submit price decreases anytime during the agreement period in which they occur. Price increases shall be granted only when the price offered to

the District is based on the Bidder's published commercial price list, and the prices offered to the District are at or below those offered to the Bidder's most favored customers. Any change in the Contractor's commercial pricing or discount arrangement applicable to the Bidder's most favored customer which disturbs this relationship shall constitute a price reduction.

- i. During the agreement period, the Contractor shall report to the Contracting Officer all price reductions to the customer (or category of customers) that was the basis of award. The Contractor's report shall include an explanation of the conditions under which the reductions were made.
- ii. A price reduction shall apply to purchases under this agreement if, after the date of schedule award, the Contractor revises the commercial catalog, pricelist, schedule or other document upon which the award was predicated. The Contractor shall offer the price reduction to the District with the same effective date, and for the same time period, as extended to the commercial customer (or category of customers).
- iii. The Contractor may offer the Contracting Officer a voluntary District-wide price reduction at any time during the agreement period
- iv. The Contractor shall notify the Contracting Officer of any price reduction subject to this clause as soon as possible, but not later than 15 calendar days after its effective date.
- v. The agreement will be modified to reflect any price reduction which becomes applicable in accordance with this clause.
- vi. The Contractor shall notify the Contractor Officer of all price reductions to assure that the District is offered the reduced price(s) in the same time frame as the Contractor's best commercial customer (or category of customers) by the following means:
  - (a) Electronic mail transmittal summarizing the said price reduction(s) specifying only the line item changes with the Product Identification Number (PIN), description and the Contractor's old and new price lists with effective date.
  - (b) Contractor shall follow up on the electronic mail transmittal by submitting a hard copy of the transmitted notification duly signed by authorized Contractor's representative and a diskette, CD-ROM, or zip drive (in accordance with the "DCSS Instructions for Submission of Catalog Data" which is posted on the District of Columbia web site address at [www.ocp.dc.gov](http://www.ocp.dc.gov)) containing the Contractor's catalog with only line item changes clearly marked. The diskette shall be complete,

correct, readable, virus-free and be compatible with Microsoft Excel 2000.

- (c) Hard copy addendum of the Contractor's catalog of the reduced prices shall be distributed pursuant to Paragraph 26 of this Attachment, within ten (10) days after acceptance. The Contracting Officer will update the DCSS within 5-7 workdays of receipt of Contractor's notice of a price reduction.
- b. Contractors may request price increases at the beginning of each option period, not to exceed a ceiling of 10% per year, when both of the following conditions are met:
  - i. Increases result from a reissue or other modification of the Contractor's commercial catalog/price list that was used as the basis for the agreement award; and
  - ii. Increases are requested before the last 30 days of the agreement period, commensurate with the beginning of the option period.
- c. The following material shall be submitted with the request for a price increase:
  - i. A copy of the commercial catalog/price list showing the price increase and the effective date for commercial customers; and
  - ii. Commercial Sales Price format regarding the Contractor's commercial pricing practice related to the reissued or modified catalog/price list, or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.
- d. The District reserves the right to exercise one of the following options:
  - i. Accept the Contractor's price increases as requested when all conditions of this clause above, are satisfied;
  - ii. Negotiate more favorable discounts from the new commercial prices when the total increase requested is not supported in the exclusive judgment of the contracting officer; and
  - iii. Remove the product(s) or Agreement from the DCSS at no cost to the District.
- e. The agreement modification reflecting the price adjustment shall be made effective with the beginning of the option period and upon signature of the Contracting Officer. The increased prices shall apply to the Delivery Order(s)

issued to the Contractor on or after the effective date of the agreement's modification.

**31. REJECTED GOODS**

Within 48 hours of notification of rejection of goods, the Contractor shall either pick up the rejected goods, or notify the District with disposition instructions.

If the Contractor fails to perform either of the above actions, the District may either dispose of the rejected item(s) without further notice, or return the rejected item(s) to the Contractor's address at their risk and expense.

**32. F.O.B. DESTINATION AND DELIVERY OF MATERIALS**

As used in this agreement, F.O.B. means free of expense to the District, on board the carrier's conveyance, at a specified delivery point.

The Contractor at no additional cost shall make in-house delivery of materials. With each delivery, the Contractor shall be required to prepare an itemized packing list. The packing list shall specify the itemized list of materials being delivered and will require the designated representative signature for verification of receipt. Each packing list shall include the agreement number and Delivery Order number. Deliveries are expected to be within the District and surrounding metropolitan area. The District will provide all delivery, destination, and point of contact information on each Delivery Order.

**33. WARRANTY—MULTIPLE AWARD SCHEDULE**

Unless specified otherwise in this agreement, the Contractor's standard commercial warranty as stated in the Contractor's commercial pricelist will apply to this agreement. In addition to the Contractor's standard commercial warranty, the Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this agreement. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the District for consequential damages resulting from any defect or deficiencies in accepted items.

**34. OBLIGATIONS OF THE DISTRICT**

- a. The District is not obligated to order any products, goods, commodities or services as a result of this solicitation or any subsequent agreements awarded hereunder. All orders will be placed in accordance with the terms of the agreement.

- b. Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause (Paragraph 4, herein). The Contractor shall furnish to the District, when and if ordered, the supplies or services specified in the agreement. There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c. Any order issued during the effective period of this agreement and not completed within that period shall be completed by the Contractor within the time specified in the order. The agreement shall govern the Contractor's and the District's rights and obligations with respect to that order to the same extent as if the order were completed during the agreement's effective period.

### **35. DEALERS OR SUPPLIERS**

If other than the manufacturer, the Offeror must submit prior to award of an agreement, either:

- A letter of commitment from the manufacturer which will assure the Offeror of a source of supply sufficient to satisfy the District's requirements for the agreement period, **OR**
- Evidence that the Offeror will have an uninterrupted source of supply from the manufacturer to satisfy the District's requirements for the contract period.

### **36. EFFECTIVE DATE OF AGREEMENT**

The effective date of the agreement shall begin on the date of the award, as denoted in block 30c of the Solicitation, Offer and Award for Commercial Items form. After the effective date, a short phase-in period may be needed to allow the District to convert to this Schedule. The Contractors shall ensure that sufficient inventory is available to dispatch shipments from the distribution facilities to authorized ordering agencies beginning shortly after the effective date of the agreement.