

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF MENTAL HEALTH
CONTRACTS AND PROCUREMENT SERVICES**

REQUEST FOR QUOTATION

SOLICITATION NUMBER RM-13-RFQ-009-BY4-TLW

FOR

COPIER PAPER SUPPLY AND DELIVERY SERVICES

The Government of the District of Columbia, Department of Mental Health, Contracts and Procurement Services is seeking qualified vendors to supply and deliver as needed, copier paper to the various entities within the Department of Mental Health

Opening Date: Tuesday, October 23, 2012

CLOSING DATE: Tuesday, November 6, 2012

CLOSING TIME: 2:00 PM EST

To obtain additional copies of this Request for Quotation, please contact Tira Williams, Contract Specialist, at:

D.C. Department of Mental Health | Contracts and Procurement Services

- 609 H Street, NE – 4th Floor Washington DC 20002

Tel: 202.671-3184 ♦ Fax: 202.671-3395 ♦ e-mail: tira.williams@dc.gov

If you wish to respond to this Request for Quotation Solicitation, please submit your Bid in a sealed envelope with the Solicitation Number, **RM-13-RFQ-009-BY4-TLW**, clearly written on the envelope to **MS. TIRA WILLIAMS, 64 NEW YORK AVE., NE – 2ND FLOOR WASHINGTON, DC 20002 NO LATER THAN TUESDAY, NOVEMBER 6, 2012 AT 2:00 PM EST**. You **MUST** include the following with your Quotation submission.

1. Page 1 of the Solicitation with boxes 14, 14A, 15, 15A and 15B completed and, signed where necessary
2. Completed and signed Pages 4 through 13 of the B.4 Pricing Schedule in the solicitation (**PLEASE NOTE: Do not write any additional notes or computations on these pages as it may disqualify your Bid.**)
3. A completed Tax Certification Affidavit, Attachment J.7
4. A completed Equal Employment Opportunity (EEO) Policy Statement – Attachment J.3
5. A completed First Source Employment Agreement – Attachment J.4

Any and all questions pertaining to this solicitation must be submitted in writing to:

**Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement Services
Agency Chief Contracting Officer
Department of Mental Health
609 H Street, NE – 4th Floor
Washington, DC 20002**

**DISTRICT OF COLUMBIA, DEPARTMENT OF MENTAL HEALTH (DMH)
SOLICITATION, OFFER, AND AWARD
SECTION A**

1. ISSUED BY/ADDRESS OFFER TO: DISTRICT OF COLUMBIA DEPARTMENT OF MENTAL HEALTH (DMH) CONTRACTS AND PROCUREMENT SERVICES 609 H STREET, NE – 4TH FLOOR WASHINGTON, DC 20002	2. PAGE OF PAGES: 1 of 46
	3. CONTRACT NUMBER:
	4. SOLICITATION NUMBER: RM-13-RFQ-009-BY4-TLW
	5. DATE ISSUED:
	6. OPENING/CLOSING TIME: OCTOBER 23, 2012 / TUESDAY, NOVEMBER 6, 2012 at 2:00 PM EST.
	7. TYPE OF SOLICITATION: N/A <input checked="" type="checkbox"/> SEALED BID <input type="checkbox"/> SINGLE AVAILABLE SOURCE <input type="checkbox"/> NEGOTIATION (RFP)
NOTE: IN SEALED BID SOLICITATION "OFFER AND THE CONTRACTOR" MEANS "BID AND BIDDER"	

10. INFORMATION CALL	NAME: Samuel J. Feinberg, CPPO, CPPB Director, Contracts and Procurement Agency Chief Contracting Officer	TELEPHONE NUMBER: (202) 671-3188	B. E-MAIL ADDRESS: Samuel.Feinberg@dc.gov
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x	F	Deliveries or Performance	21 - 22		L	Instrs. Conds., & Notices to The Contractors	N/A
x	G	Contract Administration	23 - 27		M	Evaluation Factors for Award	N/A
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OFFER (TO BE COMPLETED BY THE CONTRACTOR)

12. In compliance with the above, the undersigned agrees, if the offer is accepted within 180 calendar days (unless a different period is inserted by the Contractor) from the date for receipt of offers specified above, that with respect to all terms and conditions by the DMH under "AWARD" below, this offer and the provisions of the RFQ shall constitute a Formal Contract. All offers are subject to the terms and conditions contained in the request for quotation.

13. ACKNOWLEDGEMENT OF AMENDMENTS (The Contractor acknowledge receipt of amendments to the REQUEST FOR QUOTATION for The Contractors and related documents numbered and dated):	AMENDMENT NO:	DATE:
14. NAME AND ADDRESS OF THE CONTRACTOR:	15. NAME AND TITLE OF PERSONAL AUTHORIZED TO SIGN OFFER: (Type or Print)	
14A. TELEPHONE NUMBER:	15A. SIGNATURE:	15B. OFFER DATE:
AREA CODE:	EXT:	

AWARD (To be completed by the DMH)

16. ACCEPTED AS TO THE FOLLOWING ITEMS:	17. AWARD AMOUNT	
18. NAME OF CONTRACTING OFFICER: (TYPE OR PRINT) Samuel J. Feinberg, CPPO, CPPB Director, Contracts and Procurement Agency Chief Contracting Officer	19. CONTRACTING OFFICER SIGNATURE:	20. AWARD DATE:

RM-13-RFQ-009-BY4-TLW –
AS NEEDED COPIER PAPER PURCHASE AND DELIVERY SERVICES

PART I - THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICE

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SECTION B: SUPPLIES OR SERVICES AND PRICE

B.1 PURPOSE OF SOLICITATION

The Government of the District of Columbia, Office of Contracts and Procurement Services, on behalf of the Department of Mental Health, is seeking a qualified vendor for the purchase and delivery of Copier Paper, in various paper stock, brightness and sizes. Deliveries shall be made on an As-Needed Basis to the DMH facilities located 35 K Street, NE Washington, DC 20002, 821 Howard Rd., SE Washington, DC 20020, 64 New York Ave., NE Washington, DC 20002 and Saint Elizabeths Hospital located at 1100 Alabama Ave., SE Washington, DC 20032.

B.2 CONTRACT TYPE

This is a Fixed Price Contract with payments based on the fixed unit costs as outlined in the Pricing Schedule in Section B, Page 4 of this contract.

B.3 PERIOD OF PERFORMANCE

The Period of Performance (POP) under this Contract shall be for One Year from Date of Award with Four (4) One (1) Year Option Periods.

B.4 Response to this Request for Proposal (RFQ) requires completion of Box 14, 14A, 15, signature in **BLUE INK** in box 15A and Date in Box 15 B; Completion of the Schedule B Pricing Sheets (Pages 4 – 13); Signature and Date on Pages 5, 7, 9, 11 and 13 of the Schedule B Pricing Sheet and Completion, Signature and Date of the attached Compliance documents: (1) Tax Certification Affidavit; (2) Equal Employment Opportunity Document; (3) First Source Document and (4) the Bidder/Offeror Certification Form.

All documents must be delivered to the following Contract Specialist.

Tira Williams
Department of Mental Health
Contract and Procurement Services
609 H Street, NE – 4th Floor
Washington, DC 20002
Phone: (202) 698-3184 • Fax: 202- 698-3395 • email: tira.williams@dc.gov

B.5 SCHEDULE B PRICING SHEET

See Pages 4 through 13.

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PART I - THE SCHEDULE

B.4 Pricing Schedule		SOLICITATION # RM-13-RFQ-009-BY4-TLW COPY PAPER SUPPLY AND DELIVERY			
Contract Line Item No. (CLIN)	Supplies/Services/item Description:	Quantity (Cases of Paper)	Unit (Case)	Unit Price	Extended Price
	<p>The Department of Mental Health is seeking a Contractor to provide Cases of Copier Paper in the sizes specified on this Schedule B Pricing Sheet. Deliveries shall be on an as needed basis to the Department of Mental Health facilities located at 35 K St., NE Washington, DC 20002, 821 Howard Rd., SE Washington, DC 20020, 64 New York Ave., NE and Saint Elizabeths Hospital at 1100 Alabama Ave., SE Washington, DC 20032.</p> <p>This is a Firm Fixed Price Contract.</p>				
001	<p>Copier Paper 8 ½ X 11 Weight 20 Lbs., Extra Bright White, 97 Brightness, for high speed copiers and laser printers, highest quality, acid free with 500 sheets per ream/10 reams per case</p>	<u>1,800</u>	<u>Case</u>	\$ _____	\$ _____
002	<p>Copier Paper 8 ½ X 14 Weight 20 Lbs., Extra Bright White, 97 Brightness, with 500 sheets per ream/10 reams per case</p>	<u>70</u>	<u>Case</u>	\$ _____	\$ _____
003	<p>Recycled Copier Paper 8 ½ X 11 Weight 20 lbs., White, 92 Brightness, Super Premium Paper or equal for high speed duplicator systems, offset duplicators, dry toner copiers. Plain paper fax machines, laser printers, acid free for archival uses. Contains at least 30% post-consumer waste. 500 sheets per ream/10 reams per case</p>	<u>600</u>	<u>Case</u>	\$ _____	\$ _____

RM-13-RFQ-009-BY4-TLW –
 AS NEEDED COPIER PAPER PURCHASE AND DELIVERY SERVICES

004	Recycled Copier Paper 8 ½ X 14, Weight 20 lbs., White, 92 Brightness, Super Premium Paper or equal for high speed duplicator systems, offset duplicators, dry toner copiers. Plain paper fax machines, laser printers, acid free for archival uses. Contains at least 30% post-consumer waste. with 500 sheets per ream/10 reams per case	<u>35</u>	<u>Case</u>	\$ _____	\$ _____
005	Copier Paper 11 X 17, Weight 20 Lbs., Multi-Purpose, Extra Bright, White, 97 Brightness, for high speed copiers and laser printers, highest quality, acid free with 500 sheets per ream/10 reams per case	<u>51</u>	<u>Case</u>	\$ _____	\$ _____
TOTAL VALUE					_____

Print Name of Contractor

Print Name of Authorized Person

Signature of Authorized Person

Title of Authorized Person

Date

BASE YEAR

RM-13-RFQ-009-BY4-TLW –
AS NEEDED COPIER PAPER PURCHASE AND DELIVERY SERVICES

B.4 Pricing Schedule		SOLICITATION # RM-13-RFQ-009-BY4-TLW COPY PAPER SUPPLY AND DELIVERY			
Contract Line Item No. (CLIN)	Supplies/Services/item Description:	Quantity (Cases of Paper)	Unit (Case)	Unit Price	Extended Price (Qty times Unit Price)
	<p>The Department of Mental Health is seeking a Contractor to provide Cases of Copier Paper in the sizes specified on this Schedule B Pricing Sheet. Deliveries shall be on an as needed basis to the Department of Mental Health facilities located at 35 K St., NE Washington, DC 20002, 821 Howard Rd., SE Washington, DC 20020, 64 New York Ave., NE and Saint Elizabeths Hospital at 1100 Alabama Ave., SE Washington, DC 20032.</p> <p>This is a Firm Fixed Price Contract.</p>				
001	Copier Paper 8 ½ X 11 Weight 20 Lbs., Extra Bright White, 97 Brightness, for high speed copiers and laser printers, highest quality, acid free with 500 sheets per ream/10 reams per case	<u>1,800</u>	<u>Case</u>	\$ _____	\$ _____
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RM-13-RFQ-009-BY4-TLW –
 AS NEEDED COPIER PAPER PURCHASE AND DELIVERY SERVICES

004	Recycle Copier Paper 8 ½ X 14, Weight 20 lbs., White, 92 Brightness, Super Premium Paper or equal for high speed duplicator systems, offset duplicators, dry toner copiers. Plain paper fax machines, laser printers, acid free for archival uses. Contains at least 30% post-consumer waste. 500 sheets per ream/10 reams per case	<u>35</u>	<u>Case</u>	\$ _____	\$ _____
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TOTAL VALUE					_____

Print Name of Contractor

Print Name of Authorized Person

Signature of Authorized Person

Title of Authorized Person

Date

OPTION YEAR ONE

RM-13-RFQ-009-BY4-TLW –
AS NEEDED COPIER PAPER PURCHASE AND DELIVERY SERVICES

B.4 Pricing Schedule		SOLICITATION # RM-13-RFQ-009-BY4-TLW COPY PAPER SUPPLY AND DELIVERY			
Contract Line Item No. (CLIN)	Supplies/Services/item Description:	Quantity (Cases of Paper)	Unit (Case)	Unit Price	Extended Price (Qty. times Unit Price)
	<p>The Department of Mental Health is seeking a Contractor to provide Cases of Copier Paper in the sizes specified on this Schedule B Pricing Sheet. Deliveries shall be made on an as needed basis to the Department of Mental Health facilities located at 35 K St., NE Washington, DC 20002, 821 Howard Rd., SE Washington, DC 20020, 64 New York Ave., NE and Saint Elizabeths Hospital at 1100 Alabama Ave., SE Washington, DC 20032.</p> <p>This is a Firm Fixed Price Contract.</p>				
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RM-13-RFQ-009-BY4-TLW –
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004	Recycle Copier Paper 8 ½ X 14, Weight 20 lbs., White, 92 Brightness, Super Premium Paper or equal for high speed duplicator systems, offset duplicators, dry toner copiers. Plain paper fax machines, laser printers, acid free for archival uses. Contains at least 30% post-consumer waste. 500 sheets per ream/10 reams per case	<u>35</u>	<u>Case</u>	\$ _____	\$ _____
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TOTAL VALUE					

Print Name of Contractor

Print Name of Authorized Person

Signature of Authorized Person

Title of Authorized Person

Date

OPTION YEAR TWO

RM-13-RFQ-009-BY4-TLW –
AS NEEDED COPIER PAPER PURCHASE AND DELIVERY SERVICES

B.4 Pricing Schedule		SOLICITATION # RM-13-RFQ-009-BY4-TLW COPY PAPER SUPPLY AND DELIVERY			
Contract Line Item No. (CLIN)	Supplies/Services/item Description:	Quantity (Cases of Paper)	Unit (Case)	Unit Price	Extended Price (Qty. times Unit Price)
	<p>The Department of Mental Health is seeking a Contractor to provide Cases of Copier Paper in the sizes specified on this Schedule B Pricing Sheet. Deliveries shall be made on an as needed basis to the Department of Mental Health facilities located at 35 K St., NE Washington, DC 20002, 821 Howard Rd., SE Washington, DC 20020, 64 New York Ave., NE and Saint Elizabeths Hospital at 1100 Alabama Ave., SE Washington, DC 20032.</p> <p>This is a Firm Fixed Price Contract.</p>				
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 AS NEEDED COPIER PAPER PURCHASE AND DELIVERY SERVICES

004	Recycle Copier Paper 8 ½ X 14, Weight 20 lbs., White, 92 Brightness, Super Premium Paper or equal for high speed duplicator systems, offset duplicators, dry toner copiers. Plain paper fax machines, laser printers, acid free for archival uses. Contains at least 30% post-consumer waste. 500 sheets per ream/10 reams per case	<u>35</u>	<u>Case</u>	\$ _____	\$ _____
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TOTAL VALUE					

Print Name of Contractor

Print Name of Authorized Person

Signature of Authorized Person

Title of Authorized Person

Date

OPTION YEAR THREE

RM-13-RFQ-009-BY4-TLW –
AS NEEDED COPIER PAPER PURCHASE AND DELIVERY SERVICES

B.4 Pricing Schedule		SOLICITATION # RM-13-RFQ-009-BY4-TLW COPY PAPER SUPPLY AND DELIVERY			
Contract Line Item No. (CLIN)	Supplies/Services/item Description:	Quantity (Cases of Paper)	Unit (Case)	Unit Price	Extended Price (Qty times Unit Price)
	<p>The Department of Mental Health is seeking a Contractor to provide as needed Cases of Copier Paper in the sizes specified on this Schedule B Pricing Sheet. Deliveries shall be on an as needed basis to the Department of Mental Health facilities located at 35 K St., NE Washington, DC 20002, 821 Howard Rd., SE Washington, DC 20020, 64 New York Ave., NE and Saint Elizabeths Hospital at 1100 Alabama Ave., SE Washington, DC 20032.</p> <p>This is a Firm Fixed Price Contract.</p>				
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004	Recycle Copier Paper 8 ½ X 14, Weight 20 lbs., White, 92 Brightness, Super Premium Paper or equal for high speed duplicator systems, offset duplicators, dry toner copiers. Plain paper fax machines, laser printers, acid free for archival uses. Contains at least 30% post-consumer waste. 500 sheets per ream/10 reams per case	<u>35</u>	<u>Case</u>	\$ _____	\$ _____
005	Copier Paper 11 X 17, Weight 20 Lbs., Multi-Purpose, Extra Bright White , 97 Brightne, for high speed copiers and laser printers, highest quality, acid free with 500 sheets per ream/10 reams per case	<u>51</u>	<u>Case</u>	\$ _____	\$ _____
TOTAL VALUE					

Print Name of Contractor

Print Name of Authorized Person

Signature of Authorized Person

Title of Authorized Person

Date

OPTION YEAR FOUR

*****END OF SECTION B*****

**RM-13-RFQ-009-BY4-TLW –
AS NEEDED COPIER PAPER PURCHASE AND DELIVERY SERVICES**

SECTION C

BACKGROUND/SCOPE OF SERVICES/ REQUIREMENTS

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SECTION C: BACKGROUND, SCOPE OF SERVICES AND REQUIREMENTS

C.1 BACKGROUND

The Department of Mental Health provides comprehensive mental health services to adults, children, youths and their families. Inpatient services are provided at Saint Elizabeths Hospital. Saint Elizabeths Hospital (SEH) was created in 1855 and serves as the District of Columbia's government-run psychiatric hospital.

C.2 SCOPE OF SERVICES

The Government of the District of Columbia Department of Mental Health (DMH) is seeking a qualified vendor for the supply and delivery of *Navigator White, 92 Brightness and Navigator White, Extra Bright, 97 Brightness* Copier Paper, in various paper stock, brightness's and sizes. Deliveries shall be made on an As-Needed Basis to the DMH facilities located 35 K Street, NE Washington, DC 20002, 821 Howard Rd., SE Washington, DC 20020, 64 New York Ave., NE Washington, DC 20002 and Saint Elizabeths Hospital located at 1100 Alabama Ave., SE Washington, DC 20032.

C.3 APPLICABLE DOCUMENTS

N/A

C.4 DEFINITIONS

N/A

C.5 GENERAL REQUIREMENTS/SPECIFICATIONS

The Contractor shall provide the following:

1. The Contractor shall provide the quantities of cases of Copier Paper in the sizes, weights and brightness as specified on the Schedule B Pricing Quotation Sheets (Pages 4 – 8) of this solicitation.
2. The Contractor shall provide **Inside Delivery**, as needed, of the types of Copier Paper in the quantities of cases as ordered and required to the various locations of the Department of Mental Health facilities as depicted on the Schedule B Pricing Quotation sheet (**schedule is subject to change**).

C.6 SPECIFIC REQUIREMENTS/QUALIFICATIONS

1. The Contractor shall provide *Navigator White, 92 Brightness and Navigator White, Extra Bright, 97 Brightness* Copier Paper in the required Sizes, Quantities and Brightness as depicted in the Schedule B Pricing Sheet.

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2. If Brands other than *Navigator White, 92 Brightness and/or Navigator White, Extra Bright, 97 Brightness* are delivered in error, once notified, the Contractor shall promptly arrange to have the incorrect brand picked up and returned to their company and replaced with the requested quantity, size (s) and brightness of the *Navigator White, 92 Brightness and/or the Navigator Extra Bright, 97 Brightness* Copier Paper.
3. The Contractor shall complete and submit all attached District of Columbia Compliance documents which must be approved by the certifying agencies before the Contract shall be signed.

***END OF SECTION C ***

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SECTION D

PACKAGING AND MARKING

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PART I – THE SCHEDULE

SECTION D

PACKAGING AND MARKING

- D.1 References Standard Contract Provisions (SCP) Clause 2/Shipping Instructions-Consignment/Page 1. (See Internet Link Below.)

[http://www.ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard Contract Provisions 0307.pdf](http://www.ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_Provisions_0307.pdf) (To open, “right click on mouse,” select “open Hyperlink and select “OK.”)

- D.2 Includes any additional instructions that are specific to the requirement of the Solicitation/Contract.

***** END OF SECTION D *****

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SECTION E

INSPECTION AND ACCEPTANCE

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PART 1 - THE SCHEDULE

SECTION E

INSPECTION AND ACCEPTANCE

- E.1** References SCP Clause 5/Inspection of Supplies and/or Clause 6/Inspection of Services/Pages 1-4. (See Internet Link Below.)

[http://www.ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard Contract Provisions 0307.pdf](http://www.ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_Provisions_0307.pdf) (To open, "right click on mouse," select "open hyperlink and select "OK.")

***** END OF SCHEDULE E *****

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PART 1 – THE SCHEDULE

SECTION F

PERFORMANCE AND DELIVERABLES

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SECTION F: PERFORMANCE AND DELIVERABLES

F.1 PERIOD OF PERFORMANCE

F.1.1 The Period of Performance (POP) for this Contract shall be for One Year from Date of Award with Four (4) One (1) Year Option Periods

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District shall extend the term of this Contract for a period of Four (4) One Year Option Periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the Contract, provided that the District shall give the Contractor a Preliminary Written Notice of its intent to extend at least thirty (30) days before the Contract expires. The Preliminary Written Notice does not commit the District to an extension. The Exercise of the Option Period of a Contract is at the sole and absolute discretion of DMH based upon the satisfactory performance of the Contractor by their being in full compliance with the Scope of Work, along with the Terms/Conditions of the Contract and is subject to the availability of funds at the time of the Exercising of the Option Period. The Contractor shall waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Director/ACCO prior to the expiration of the Contract.

F.2.2 If the District exercises this Option, the extended Contract shall be considered to include this Option Period provision.

F.2.3 The price for the Option Period shall be as specified in the Section B 4, Pricing Schedule of this Contract.

F.3 DELIVERY OR DELIVERABLES

F.3.1 The Contractor shall provide and deliver the *Navigator White, 92 Brightness and the Navigator Extra Bright White, 97 Brightness* copier paper in the quantities, sizes and brightness as required in each order requested by the various DMH entities located in Washington, DC.

F.3.2 The Contractor shall provide goods and services as described in Schedule B Pricing Sheet, Section C, "Specific Requirements, and Delivery Requirement Sheet.

***** END OF SECTION F *****

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PART I

SECTION G

CONTRACT ADMINISTRATION DATA

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SECTION G: CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

- G.1.1 Correspondence or inquiries related to this Solicitation or any modifications shall be addressed to:

Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement Services
Agency Chief Contracting Officer
Department of Mental Health
609 H Street, NE – 4th Floor
Washington, DC 20002
Office - (202) 671-3188 – Fax (202-671-3395
Email: samuel.feinberg@dc.gov

G.2 TYPE OF CONTRACT

- G.2.1 This shall be a Firm Fixed Price Contract with fixed unit prices. Contractor shall be remunerated at a fixed unit rate indicated in the Section B 4, Pricing Schedule for services performed. In the event of termination under this Solicitation, the DMH shall only be liable for the payment of all services accepted during the hours of work actually performed.
- G.2.2 This Solicitation shall be a “non-personal services Contract”. It is therefore, understood and agreed that Contractor and/or Contractor’s employees: (1) shall perform the services specified herein as independent Contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required to bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this Solicitation; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the Government’s right and obligation to inspect, accept or reject work, comply with such general direction of the Director, Contracts and Procurement Services/Agency Chief Contracting Officer, or the duly authorized representative as the Contracting Officer’s Technical Representative (COTR) as is necessary to ensure accomplishment of the Contract objectives.
- G.2.3 By accepting this order or Contract, the Contractor agrees that the District, at its discretion, after completion of order or Contract period, may hire an individual who is performing services as a result of this order or Contract, with restriction, penalties or fees.

G.3 MODIFICATIONS

- G.3.1 Any changes, additions or deletions to this Solicitation shall be made in writing by a formal Modification to this Solicitation and shall be signed by the Director, Contracts and Procurement/Agency Chief Contracting Officer only.

G.4 DESIGNATION OF THE CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

- G.4.1 The Director, Contracts and Procurement Services/Agency Chief Contracting Officer shall designate a Contracting Officer's Technical Representative (COTR) who shall, among other duties relating to this Solicitation, have direct responsibility to assign work to Contractor, review Contractor's performance during the term of this Solicitation and make recommendations to the Director, Contracts and Procurement Services/Agency Chief Contracting Officer. In addition, the COTR shall review, approve and sign all invoices prior to payment by DMH. The COTR for this procurement is:

Delilah Kelly shall serve as the Contracting Officer's Technical Representative (COTR) for this Contract.

Delilah Kelly
Facilities Planning Specialist
Department of Mental Health
Mental Health Authority
64 New York Avenue, NE – 3rd Floor
Washington, DC 20002
(202) 673-7772 • Fax: (202) 673-4385
Email: delilah.kelly@dc.gov

G.5 SUBMISSION OF INVOICE

- G.5.1 The Contractor shall submit, on a monthly basis, an original and three copies of each invoice to the Department of Mental Health, Accounts Payable Office at 64 New York Ave., NE, 6th Floor Washington, DC 20002 or by e-mail to dmh.ap@dc.gov. The invoice shall then be forwarded by the Accounts Payable Office to the COTR for certification and then returned to the Accounts Payable office for payment. The invoices shall include Contractor's name and address, invoice date, Contract number, Contract line items numbers (CLINS), description of the services, quantity, unit price and extended prices, terms of any prompt payment discounts offered, name and address of the official to whom payment is to be sent and the name, title and phone number of the person to be notified in the event of a defective invoice. Payment shall be made within Thirty (30) days after the Accounts Payable Office receives a proper invoice from the Contractor which has been certified to be correct by the COTR, unless a discount for prompt payment is offered and payment is made within the discount periods. Please note that the invoice shall match the itemized lines (CLIN Lines) of the Purchase Order as written up to but not exceeding the maximum of each line. Any invoices deemed improper for payment shall be returned **UNPAID** to the Contractor and shall be resubmitted as indicated in this clause.

- G.5.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

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- G.5.2.1 Contractor's name, Federal tax ID, DUNS number and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);
- G.5.2.2 Contract number, block number eleven (11) and encumbrance number, block number seven (7) of the Solicitation Cover Sheet. Assignment of an invoice number by the Contractor is also recommended;
- G.5.2.3 Description, price, quantity and the date(s) that the supplies/services were actually delivered and/or performed;
- G.5.2.4 Other supporting documentation or information, as required by the Contracting officer;
- G.5.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.5.2.6 Name, title, phone number of person preparing the invoice;
- G.5.2.7 Name, title, phone number and mailing address of person (if different from the person identified in (G.5.1) above to be notified in the event of a defective invoice); and
- G.5.2.8 Authorized signature

G.6 CERTIFICATION OF INVOICE

- G.6.1 Contracting Officer's Technical Representative shall perform certification of each Contractor's invoice. The invoices shall be certified for payment and forwarded to the Chief Financial Officer within five (5) working days after receipt of a satisfactory invoice.

G.7 PAYMENT

- G.7.1 In accordance with the Quick Payment Act, D.C. Official Code § 2-221.02, payment shall be made within Thirty (30) days from the date of receipt of a properly submitted invoice, after all approvals are completed as required by the PASS system. DMH shall only pay Contractor for performing the services under this Solicitation at the prices stated in Section B 4, Pricing Schedule.

G.8 RESPONSIBILITY FOR AGENCY PROPERTY

- G.8.1 Contractor shall assume full responsibility for and shall indemnify the DMH for any and all loss or damage of whatsoever kind and nature to any and all Agency property, including any equipment, supplies, accessories, or parts furnished, while in Contractor's custody during the performance of services under this Solicitation, or while in the Contractor's custody for storage or repair, resulting from the negligent acts or omissions of Contractor or any employee, agent, or representative of Contractor or Subcontractors'. Contractor shall do nothing to prejudice the DMH's right to recover against third parties

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for any loss, destruction of, or damage to DMH property and upon the request of the Director, Contracts and Procurement Services/Agency Chief Contracting Officer shall, at the DMH's expense, furnish to the DMH all reasonable assistance and cooperation, including assistance in the protection of suit and the execution of instruments of assignment in favor of the DMH recovery.

G.9 ASSIGNMENT OF PAYMENTS

G.9.1 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 financial institution.

G.9.2 Any assignment shall cover all unpaid amounts payable under this Contract and, shall not be made to more than one party.

G.9.3 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)

***** END OF SECTION G *****

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SECTION H
SPECIAL CONTRACT REQUIREMENTS
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SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 LIQUIDATED DAMAGES

- H.1.1 When the Contractor fails to perform the tasks required under this Contract, DMH shall notify the Contractor in writing of the specific task deficiencies with scheduled meeting and a Notice to Cure document with a cure period of Not-to-Exceed Ten (10) Business Days. Upon receiving the Notice to Cure document, the Contractor shall provide DMH with their assessment of the identified deficiencies in order to reach an agreement on a proactive plan to resolve the matter. The assessment of Liquidated Damages as determined by the Director/ACCO shall be in an amount of \$500.00 per day against the Contractor, until such time that the Contractor has cured its deficiencies and is able to satisfactorily perform the tasks required under the Contract.
- H.1.2 When the Contractor is unable to cure its deficiencies in a timely manner and DMH requires a replacement Contractor to perform the required services, the Contractor shall be liable for Liquidated Damages accruing until the time DMH is able to award said Contract to a qualified responsive and responsible Contractor. In addition, if the Contractor is found to be in default of said Contract under the Default Clause of the Standard Contract Provisions, the original Contractor is completely liable for any and all total cost differences between their Contract and the new Contract awarded by DMH to the replacement Contractor.

H.2 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

- H.2.1 For all new employment resulting from this Contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:
- H.2.1.1 At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.
- H.2.2 The Contractor shall negotiate an Employment Agreement with the Department of Employment Services ("DOES") for jobs created as a result of this Contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.3 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 5-2081, dated 06/19/2012 issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the Contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the Director/ACCO obtains a revised wage

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determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.4 PUBLICITY

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

H.5 FREEDOM OF INFORMATION ACT

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

H.6 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.6.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.* (“First Source Act”).

H.6.2 The Contractor shall enter into and maintain, during the term of the Contract, a First Source Employment Agreement, (Section J.4) in which the Contractor shall agree that:

- (1) The First Source for finding employees to fill all jobs created in order to perform this Contract shall be the DOES; and
- (2) The First Source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.6.3 The Contractor shall submit to DOES, no later than the 10th of each month following execution of the Contract, a First Source Agreement Contract Compliance Report (“contract

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compliance report”) to verify its compliance with the First Source Agreement for the preceding month. The Contract Compliance Report for the Contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name;
 - (b) Social security number;
 - (c) Job title;
 - (d) Hire date;
 - (e) Residence; and
 - (f) Referral source for all new hires.

H.6.4 If the Contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the Contract shall be District residents.

H.6.5 The submission of the Contractor’s Final Request for payment from the District shall contain the following:

- (1) Document in a report to the Director/ACCO its compliance with section H.6.4 of this clause; or
- (2) Submit a request to the Director/ACCO for a waiver of compliance with section H.6.4 and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
 - (c) Advertisement of job openings listed with DOES and other referral sources; and
 - (d) Any documentation supporting the waiver request pursuant to section H.6.6.

H.6.6 The Director/ACCO may waive the provisions of section H.6.4 if the Director/ACCO finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the Contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia, the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King

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George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson;

- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (3) DOES certifies that there are insufficient numbers of District residents in the labor Market possessing the skills required by the positions created as a result of the Contract.

H.6.7 Upon receipt of the Contractor's Final Payment request and related documentation pursuant to sections H.6.5 and H.6.6, the Director/ACCO shall determine whether the Contractor is in compliance with section H.6.4 or whether a waiver of compliance pursuant to section H.6.6 is justified. If the Director/ACCO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Director/ACCO shall, within two business days of making the determination, forward a copy of the determination to the agency Chief Financial Officer and the COTR.

H.6.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.6.5, or deliberate submission of falsified data, may be enforced by the Director/ACCO through the imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the Contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contracts Appeals Board as provided in this Contract any decision of the Director/ACCO pursuant to this section H.6.8.

H.6.9 The provisions of sections H.6.4 through H.6.8 do not apply to nonprofit organizations.

H.7 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended

During the performance of the Contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C § 794 *et seq.*

H.8 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of this Contract, the Contractor and of its subcontractors shall comply with ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 *et seq.*

H.9 WAY TO WORK AMENDMENT ACT OF 2006

H.9.1 Except as described in H.8 above, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official

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Code §2- *seq.*) (“Living Wage Act of 2006”), for Contracts for services in the amount of \$100,000 or more in a 12-month period.

- H.9.2 The Contractor shall pay its employees and subcontractors who perform services under the Contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.
- H.9.3 The Contractor shall include in any subcontracts for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the Contract no less than the current living wage rate.
- H.9.4 The DOES may adjust the living wage annually and the OCP shall publish the current living wage rate on its website at www.ocp.dc.gov.
- H.9.5 The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the Contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more, a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.9.6 The Contractor shall maintain its Payroll Records under the Contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the Contract.
- H.9.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.9.8 The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
 - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
 - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;

- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.9.9 The Mayor may exempt a Contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.10 SUBCONTRACTING REQUIREMENTS

H.10.1 MANDATORY SUBCONTRACTING REQUIREMENTS

H.10.1.1 **A Prospective Offeror responding to this solicitation must submit with its proposal, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this RFQ shall be deemed nonresponsive and shall be rejected if the Offeror Fails to submit a subcontracting plan that is required by law. For Contracts in excess of \$250,000, at least 35% of the dollar volume of the Contract shall be subcontracted in accordance with section H.9.1.**

H.10.1.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified

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small business enterprises are significant participants in the overall subcontracting work.

- H.10.1.3 A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

H.10.2 SUBCONTRACTING PLAN

If the Prime Contractor is required by law to subcontract under this Contract, it must subcontract at least 35% of the dollar volume of this Contract in accordance with the provisions of section H.9.1. The Prime Contractor responding to this solicitation which is required to subcontract shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFQ shall be deemed nonresponsive and shall be rejected if the Offeror is required to subcontract, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the CO, changes to the plan shall only occur with the prior written approval of the Director/ACCO and the Director of DSLBD. Each subcontracting plan shall include the following:

- H.10.2.1 Description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.10.2.2 Statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.10.2.3 Names and addresses of all proposed subcontractors who are SBEs or, if insufficient qualified SBEs are available, who are certified business enterprises;
- H.10.2.4 Name of the individual employed by the Prime Contractor who shall administer the subcontracting plan, and a description of the duties of the individual;
- H.10.2.5 Description of the efforts the Prime Contractor shall make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises shall have an equitable opportunity to compete for subcontracts;
- H.10.2.6 In all subcontracts that offer further subcontracting opportunities, assurances that the Prime Contractor shall include a statement, approved by the Director/ACCO, that the subcontractor shall adopt a subcontracting plan similar to the subcontracting plan required by the Contract;
- H.10.2.7 Assurances that the Prime Contractor shall cooperate in any studies or surveys that may be required by the Director/ACCO and submit periodic reports, as requested by the Director/ACCO, to allow the District to determine the extent of compliance by the Prime Contractor with the subcontracting plan;
- H.10.2.8 List of the type of records the Prime Contractor shall maintain to demonstrate

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procedures adopted to comply with the requirements set forth in the subcontracting plan and assurances that the Prime Contractor shall make each record available for review upon the District's request; and

H.10.2.9 Description of the Prime Contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

H.10.2.10. PPRA Act

<http://ocp.dc.gov/DC/OCP/e-library/Procurement+Practices+Reform+Act+of+2010>

The purpose of the following information being provided is to help prospective Bidder/Offeror who have a need to fulfill a 35% CBE utilization requirement based upon the Total Value exceeding \$250,000.00 for a given project, to search for responsible subcontractors. Click on the following link below, and on the left side of page, select "doing Business in the District of Columbia." scroll down list, select "Request for CBE Firms Listing," this shall take Bidders/Offerors to a form (see attached) to complete and submit on line to begin a search. Request may take 24 up to 72 hours depending on the scope of work categories needed. Subcontracting information may also be obtained from the above link for the Bidder/Offeror Certification Form. **<http://dslbd.dc.gov>**

H.10.3 **SUBCONTRACTING PLAN COMPLIANCE REPORTING**

If the Contractor has an approved subcontracting plan required by law under this Contract, the Contractor shall submit to the Director/ACCO and the Director of DSLBD, no later than the 21st of each month following execution of the Contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly Subcontracting Plan Compliance Report shall include the following information:

H.10.3.1 The dollar amount of the Contract or Procurement;

H.10.3.2 Brief description of the goods procured or the services contract for;

H.10.3.3 Name of the business enterprise from which the goods were procured or services contracted;

H.10.3.4 Whether the subcontractor to the Contract are currently certified business enterprises;

H.10.3.5 Dollar percentage of the Contracts awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

H.10.3.6 Description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and

H.10.3.7 Description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

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H.10.4 SUBCONTRACTOR STANDARDS

H.10.4.1 Prime Contractor shall ensure that subcontractors meet the criteria for responsibility described in D.C. Official Code § 2-353.01.

H.10.5 ENFORCEMENT AND PENALTIES FOR BREACH OF SUBCONTRACTING PLAN

H.10.5.1 If during the performance of this Contract, the Contractor fails to comply with its approved subcontracting plan, and the Director/ACCO determines the Contractor's failure to be a material breach of the Contracts, the Director/ACCO shall have cause to terminate the Contract under the default clause of the Standard Contract Provisions.

H.10.5.2 There shall be a rebuttable presumption that a Contractor willbreached its approved subcontracting plan if the Contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

H.10.5.3 A Contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a Contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the Contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

PPRA Act

<http://ocp.dc.gov/DC/OCP/e-library/Procurement+Practices+Reform+Act+of+2010>

The purpose of the following information being provided is to help prospective Bidders/Offerors who have a need to fulfill a 35% CBE utilization requirement based upon the Total Value exceeding \$250,000.00 for a given project, to search for responsible subcontractors. Click on the following link below, and on the left side of page, select "doing Business in the District of Columbia." scroll down list, select "Request for CBE Firms Listing," this shall take Bidders/Offerors to a form (see attached) to complete and submit on line to begin a search. Request may take up to 24-72 hours depending on the Scope of Work categories needed. Subcontracting information may also be obtained from the above link for the Bidder/Offeror Certification Form. **<http://dslbd.dc.gov>**

***** END OF SECTION H *****

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PART II: CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

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PART II CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS AND WAGE DETERMINATION

The Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated March 2007 (“SCP”) are incorporated as part of the Contract. To obtain a copy of the SCP go to www.ocp.dc.gov, Click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions” “Supplies and Services. The Standard Provisions can also be retrieved at:

http://ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_Provisions_0307.pdf. *(Right Click on link and select “Open Hyperlink.”)*

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

The Contractor shall keep all information relating to any employee or Consumer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclosed any such information to any other person, firm or corporation, in accordance with the District and federal laws governing the confidentiality of records.

I.4 TIME

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

I.5 RIGHTS IN DATA

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

I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data,

engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to Contract administration.

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

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- I.5.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and Modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.5.7 The restricted rights set forth in section I-5.6 are of no effect unless
- (i) The data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

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

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the Contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.
- I.5.8 In addition to the rights granted in Section I-5.9 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I-5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Director/ACCO is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this Contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this Contract, the Contractor shall this Clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

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- I.5.10 For all computer software furnished to the District with the rights specified in Section I-5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by 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.
- I.5.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this Contract, or (ii) based upon any data furnished under this Contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.5.13 Sections I-5.6, I-5.7, I-5.8, I-5.11 and I-5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under Contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTORS

The Contractor hereunder shall not subcontract any of the Contractor's work or service to any subcontractor without the prior, written consent of the Director/ACCO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District shall have the right to review and approve prior to its execution to 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 subcontractor approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE

A. GENERAL REQUIREMENTS – The Contractor shall procure and maintain, during the entire Period of Performance (POP) under Contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Director/ACCO giving evidence of the required coverage prior to commencing performance under this Contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by the Director/ACCO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Director/ACCO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the Director/ACCO with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance - The Contractor shall provide evidence satisfactory to the Director/ACCO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent Contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this Contracts.
2. Automobile Liability Insurance - The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this Contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance - The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the Contract is performed.
4. Employer's Liability Insurance - The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

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- B. DURATION - The Contractor shall carry all required insurance until all Contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this Contract.
- C. LIABILITY- **THESE ARE THE REQUIRED MINIMUM INSURANCE REQUIREMENTS ESTABLISHED BY THE DISTRICT OF COLUMBIA. HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE SHALL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. CONTRACTOR'S PROPERTY - Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to, tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. MEASURE OF PAYMENT - The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the Contract price.
- F. NOTIFICATION - The Contractor shall immediately provide the Director/ACCO with written notice in the event that its insurance coverage has or shall be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Director/ACCO
- G. CERTIFICATES OF INSURANCE – The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement
Agency Chief Contracting Officer
Department of Mental Health
609 H Street, NE - 4th Floor
Washington, DC 20002
Telephone: (202) 671-3188 – Office
Email: Samuel.feinberg@dc.gov

- H. DISCLOSURE OF INFORMATION - The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this Contract.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Attachment J.3. An award cannot be made to any Prospective Offeror who has not satisfied the equal employment requirements as set forth by the Department of Small and Local Business Development.

I.10 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

Any Contract in excess of \$1,000,000 shall not be binding to give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the Director/ACCO.

I.11 GOVERNING LAW

This Contract, and any disputes arising out of or related to this Contract, shall be governed by and construed in accordance with the laws of the District of Columbia.

I.12 ORDER OF PRECEDENCE

The Contract awarded as a result of the RFQ shall contain the following clause:

“A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents that are incorporated into this contract by reference and made a part of the Contract in the following order of precedence:”

- (1) Dixon Settlement Agreement dated September 8, 2011
- (2) Wage Determination
- (3) Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts dated March 2007.
- (4) Sections A through J of this Contract Number **RM-13-RFQ-009-BY4-TLW**
- (5) Request for Quotation Submission dated Tuesday, November 6, 2012.
- (7) Request for Quotation

***** END OF SECTION I *****

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PART III – LIST OF DOCUMENTS, EXHIBITS, WEBSITES AND OTHER ATTACHMENTS

SECTION J: LIST OF ATTACHMENTS

The following list of attachments is incorporated into the solicitation by reference

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at www.ocp.dc.gov click on “Solicitation Attachments”
J.2	U.S. Department of Labor Wage Determination 2005-2081, dated 09/01/2010 (Separately Attached) http://www.wdol.gov/sca.aspx
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor’s Order 85-85 available at www.ocp.dc.gov click on “Solicitation Attachments”
J.4	Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on “Solicitation Attachments” (Separately Attached)
J.5	Settlement Agreement dated September 8, 2011 In Dixon, et al. v Gray, et al., ca 74-285 (TFH) (Dixon Settlement Agreement) (Double click on link) (22 PAGES) http://www.dmh.dc.gov/dmh/frames.asp?doc=/dmh/lib/dmh/pdf/DixonSettlementAgreement/Settlement Agreement.pdf
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet (Separately Attached)
J.7	Tax Certification Affidavit (Separately Attached)
J.8	Bidder/Offeror Certifications (Separately Attached) Bidder/Offer Certification Form http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Soliciation+Attachments/Soliciat ion+Attachments

*** END OF SECTION J ***