



**DISTRICT OF COLUMBIA PUBLIC SCHOOLS**  
**NEGOTIATED CONTRACT FOR GOODS AND/OR SERVICES**

ISSUED BY: Office of Contracts and Acquisitions (OCA)  
ADDRESS: 1200 First Street, N.E. 9<sup>th</sup> Floor  
Washington, DC 20002

CONTRACT NO: GAGA-2021-C-0157 SOLICITATION NO: GAGA-2021-I-0157  
PROGRAM OFFICE: Office of Data Systems and Strategy (ODSS)  
CAPTION: Smartboards Purchase & Installation

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The undersigned offers and agrees that, with respect to all terms and conditions, as negotiated between the offeror and DCPS, and contained herein, and the provisions of the solicitation, constitutes the Formal Contract.

<p><b>CONTRACTOR:</b> (Contractor shall not commence performance until the District of Columbia Public Schools has signed this document)</p> <p>Contractor's Name: <b>Hi-Tech Solutions Inc (HTSI)</b></p> <p>BY: <u><i>M. McNeely</i></u> Signature of Authorized Representative</p> <p>Print Name: <u>CEO</u></p> <p>Title: <u>10/07/2021</u></p> <p>Date: <u>10/07/2021</u></p> <p>Mailing Address of Contractor</p> <p>1250 Connecticut Ave NW Washington DC 200036</p> <p>Telephone No. 202-870-4422 Facsimile No.</p>	<p><b>ACCEPTANCE BY THE DISTRICT OF COLUMBIA PUBLIC SCHOOLS:</b></p> <hr/> <p>LaVeta Hilton <u><i>LaVeta Hilton</i></u> Contracting Officer</p> <p>LaVeta Hilton 10/14/2021 Type or Print Name Date</p> <hr/> <p>The information contained in the box below is for District of Columbia Public Schools use only and, in the event of a discrepancy between this information and the terms of the contract, the contract terms shall take precedence.</p> <p><b>PERIOD OF CONTRACT:</b> Award date through September 1, 2022.</p> <p><b>CONTRACT AMOUNT:</b> \$ 2,587,290.00</p>
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ACCOUNTING AND APPROPRIATION DATA:

## **SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE**

**B.1** The Office of the Data Systems and Strategy (ODSS) Information Technology (IT) Division seeks to solicit quotations from qualified vendors who are able to provide the following services: project management, surveying the DCPS sites for installation of the interactive boards, performing the installation of the interactive boards, repairs and maintenance, asset management services at all geographically located DC public schools and administrative buildings

### **B.2 Price/ Costs**

**B.2.1** The Contractor shall provide the required goods and or services at the price set forth in the Contractor's proposal dated August 20, 2021, incorporated as attachment J.11

**B.2.2** This is a Firm-Fixed Price type contract in accordance with 27 DCMR Chapter 24, in the amount of \$2,587,290.00 for the base year. Prices for the base year will be based on the Contractor's proposal dated August 20, 2021, Attachment J.11

### **B.3 REQUIREMENTS CONTRACT**

The district will purchase its requirements of the articles or services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. The estimated quantities shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of its obligation to fill all such orders.

- a) Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, section G.4 The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the district may acquire the urgently required goods or services from another source.
- b) There is no limit on the number of orders that may be issued. The district may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the Contractor shall not be required to make any deliveries under this contract after September 1, 2026.

### **B.4 PRICE SCHEDULE – REQUIREMENTS**

#### **B.4.1 BASE YEAR (Date of Award to September 1, 2022)**



<b>Item No. (CLIN)</b>	<b>Item Description</b>	<b>Price Per Unit</b>	<b>Estimated Quantity</b>	<b>Total Estimated Price</b>
0001	75" SMART Board 6000S Interactive Display	\$3685.00	545	\$2,008,325.00
0002	4-Year Extension of Assure and SMART Remote Management (SRM) – 7 years total warranty and SRM	\$295.00	545	\$160,775.00
0003	SMART Tool Explorer Pen Pack	\$75.00	545	\$40,875.00
0004	SMART Electric Height-Adjustable Wall Stand	\$850.00	35	\$29,750.00
0005	Universal Wall Mount	Included (CLN 0001)	545	Included (CLN 0001)
0006	10 ft HDMI cable	Included (CLN 0001)	545	Included (CLN 0001)
0007	HDMI Wall Plate	Included (CLN 0001)	545	Included (CLN 0001)
0008	Installation and Deployment Services	\$500.00	545	\$272,500.00
0009	Removal of existing interactive boards, displays, projectors, mounts, and cabling and return to centralized location within the district.	Included (CLN 0008)	545	Included (CLN 0008)
0010	Site management including unloading shipment, unboxing, and trash removal	\$40.00	545	\$21,800.00
0011	Training	\$300	11	\$3,300.00
0012	Shipping	\$385	545	\$49,965.05
<b>Grand Total for B.4.1</b>				<b>\$2, 587,290.05</b>

**B.4.2 OPTION YEAR ONE (September 2, 2022 – September 1, 2023)**

<b>Item No. (CLIN)</b>	<b>Item Description</b>	<b>Price Per Unit</b>	<b>Estimated Quantity</b>	<b>Total Estimated Price</b>
1001	75" SMART Board 6000S Interactive Display	\$3685.00	545	\$2,008,325.00
1002	4-Year Extension of Assure and SMART Remote Management (SRM) – 7 years total warranty and SRM	\$295.00	545	\$160,775.00

1003	SMART Tool Explorer Pen Pack	\$75.00	545	\$40,875.00
1004	SMART Electric Height-Adjustable Wall Stand	\$850.00	35	\$29,750.00
1005	Universal Wall Mount	Included (CLN 0001)	545	Included (CLN 0001)
1006	10 ft HDMI cable	Included (CLN 0001)	545	Included (CLN 0001)
1007	HDMI Wall Plate	Included (CLN 0001)	545	Included (CLN 0001)
1008	Installation and Deployment Services	\$500.00	545	\$272,500.00
1009	Removal of existing interactive boards, displays, projectors, mounts, and cabling and return to centralized location within the district.	Included (CLN 0008)	545	Included (CLN 0008)
1010	Site management including unloading shipment, unboxing, and trash removal	\$40.00	545	\$21,800.00
1011	Training	\$300	11	\$3,300.00
1012	Shipping	\$385	545	\$49,965.05
<b>Grand Total for B.4.1</b>				<b>\$2, 587,290.05</b>

**B.4.3 OPTION YEAR TWO (September 2, 2023 – September 1, 2024)**

Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
2001	75" SMART Board 6000S Interactive Display	\$3685.00	545	\$2,008,325.00
2002	4-Year Extension of Assure and SMART Remote Management (SRM) – 7 years total warranty and SRM	\$295.00	545	\$160,775.00
2003	SMART Tool Explorer Pen Pack	\$75.00	545	\$40,875.00
2004	SMART Electric Height-Adjustable Wall Stand	\$850.00	35	\$29,750.00
2005	Universal Wall Mount	Included (CLN 0001)	545	Included (CLN 0001)
2006	10 ft HDMI cable	Included (CLN 0001)	545	Included (CLN 0001)
2007	HDMI Wall Plate	Included (CLN 0001)	545	Included (CLN 0001)

2008	Installation and Deployment Services	\$500.00	545	\$272,500.00
2009	Removal of existing interactive boards, displays, projectors, mounts, and cabling and return to centralized location within the district.	Included (CLN 0008)	545	Included (CLN 0008)
2010	Site management including unloading shipment, unboxing, and trash removal	\$40.00	545	\$21,800.00
2011	Training	\$300	11	\$3,300.00
2012	Shipping	\$385	545	\$49,965.05
<b>Grand Total for B.4.1</b>				<b>\$2, 587,290.05</b>

**B.4.4 OPTION YEAR THREE (September 2, 2024 – September 1, 2025)**

<b>Item No. (CLIN)</b>	<b>Item Description</b>	<b>Price Per Unit</b>	<b>Estimated Quantity</b>	<b>Total Estimated Price</b>
3001	75" SMART Board 6000S Interactive Display	\$3685.00	545	\$2,008,325.00
3002	4-Year Extension of Assure and SMART Remote Management (SRM) – 7 years total warranty and SRM	\$295.00	545	\$160,775.00
3003	SMART Tool Explorer Pen Pack	\$75.00	545	\$40,875.00
3004	SMART Electric Height-Adjustable Wall Stand	\$850.00	35	\$29,750.00
2005	Universal Wall Mount	Included (CLN 0001)	545	Included (CLN 0001)
3006	10 ft HDMI cable	Included (CLN 0001)	545	Included (CLN 0001)
3007	HDMI Wall Plate	Included (CLN 0001)	545	Included (CLN 0001)
3008	Installation and Deployment Services	\$500.00	545	\$272,500.00
3009	Removal of existing interactive boards, displays, projectors, mounts, and cabling and return to centralized location within the district.	Included (CLN 0008)	545	Included (CLN 0008)
3010	Site management including unloading shipment, unboxing, and trash removal	\$40.00	545	\$21,800.00



3011	Training	\$300	11	\$3,300.00
3012	Shipping	\$385	545	\$49,965.05
<b>Grand Total for B.4.1</b>				<b>\$2, 587,290.05</b>

**B.4.5 OPTION YEAR FOUR (September 2, 2025 – September 1, 2026)**

<b>Item No. (CLIN)</b>	<b>Item Description</b>	<b>Price Per Unit</b>	<b>Estimated Quantity</b>	<b>Total Estimated Price</b>
4001	75" SMART Board 6000S Interactive Display	\$3685.00	545	\$2,008,325.00
4002	4-Year Extension of Assure and SMART Remote Management (SRM) – 7 years total warranty and SRM	\$295.00	545	\$160,775.00
4003	SMART Tool Explorer Pen Pack	\$75.00	545	\$40,875.00
4004	SMART Electric Height-Adjustable Wall Stand	\$850.00	35	\$29,750.00
4005	Universal Wall Mount	Included (CLN 0001)	545	Included (CLN 0001)
4006	10 ft HDMI cable	Included (CLN 0001)	545	Included (CLN 0001)
4007	HDMI Wall Plate	Included (CLN 0001)	545	Included (CLN 0001)
4008	Installation and Deployment Services	\$500.00	545	\$272,500.00
4009	Removal of existing interactive boards, displays, projectors, mounts, and cabling and return to centralized location within the district.	Included (CLN 0008)	545	Included (CLN 0008)
4010	Site management including unloading shipment, unboxing, and trash removal	\$40.00	545	\$21,800.00
4011	Training	\$300	11	\$3,300.00
4012	Shipping	\$385	545	\$49,965.05
<b>Grand Total for B.4.1</b>				<b>\$2, 587,290.05</b>

**B.5** For contracts in excess of \$250,000, at least 50% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1.

**B.6 SPECIAL PROVISIONS RELATED TO THE COVID-19 EMERGENCY**

- (a) The Contractor is required to comply with Mayor's Order 2021-099, COVID-19 Vaccination Certification Requirement for District Government Employees, Contractors, Interns, and Grantees, dated August 10, 2021, and all substantially similar vaccine requirements including any modifications to this Order, unless and until they are rescinded or superseded. At the request of the district government, Contractors may be asked to provide certification of compliance with this requirement and/or documents and records in support of this certification.
- (b) The Contractor is required to comply with City Administrator's Order 2021-4, Resumption of Requirement for All Persons to Wear a Mask Inside District Government Buildings and While on Duty as a District Government Employee or Contractor, dated July 30, 2021, and all substantially similar mask requirements including any modifications to this Order, unless and until they are rescinded or superseded.

## **SECTION C: SPECIFICATIONS/WORK STATEMENT**

### **C.1 Description of Need - Scope**

The District of Columbia Public Schools (DCPS) educates approximately 49,000 students in 118 schools and educational centers. DCPS employs about 8000 teachers, principals, classroom aides, social workers, counselors, custodians, and other support staff who work to carry out the public education mission in DC. The district also counts amongst its facilities another four (4) administrative locations and mission-oriented offices, such as the Central office location and support sites, warehouse, and logistics facilities.

**C.1.1** The IT Infrastructure Team within the Office of the Data Systems and Strategy's (ODSS) Information Technology (IT) Division provides staff, teacher and student computing device, management and engineering, Windows and Mac OS image & enterprise client software management, on-site tech support at schools and central office, and helpdesk support and training to seamlessly ensure students, staff, and the community the very best educational experience.

**C.1.2** The Office of the Data Systems and Strategy (ODSS) Information Technology (IT) Division seeks to solicit quotations from qualified vendors who are able to provide the following services: project management, surveying the DCPS sites for installation of the interactive boards, performing the installation of the interactive boards, repairs and maintenance, asset management services at all geographically located DC public schools and administrative buildings.

### **C.2 DEVICE SPECIFICATIONS**

#### **C.2.1 75" SMART Board 6000S Interactive Display**

Interactivity

- a) Must use In Glass™ touch technology.



- b) System must automatically and simultaneously recognize at least twenty (20) different interaction points – any combination of pens, fingers, erasers, or tools.
- c) Must support up to twenty (20) simultaneous interaction points using both Windows and Mac operating systems.
- d) Must support up to ten (10) simultaneous touch points using Chrome operating system (Kernel version 4.4 or higher).
- e) Must be able to differentiate between pen, finger, and palm for multiple users at the same time.
- f) Must support the simultaneous use of differentiated tools including the ability for multiple users to write with a pen, select with a finger and erase with a palm without interfering with each other (within SMART software).
- g) Must enable at least six (6) users to write in different colored digital ink, simultaneously.
- h) Virtually unlimited pen and tool recognition.

#### **C.2.2 Pen tray and tools**

- a) Display must include magnetic pen tray on front of display.
- b) Display must include at least two (2) battery-free pens that attach magnetically to the pen tray and support the ability to assign different ink colors to each.
- c) Must include two (2) physical erasers that attach to the pen tray magnetically.

#### **C.2.3 Embedded computing**

- a) Android-based experience must be based off at a minimum Android 8 (Oreo) operating system.
- b) Embedded Android system must include at a minimum four (4) GB of RAM and thirty-two (32) GB of storage.
- c) App-free wireless screen sharing for mobile devices with native support for Airplay, Google Cast and Miracast, and support for up to four (4) devices being shared simultaneously.
- d) App-based wireless screen sharing for mobile devices (iOS, Android, and Chrome OS) with support for up to four (4) devices being shared simultaneously, and touchback support for Windows and Mac laptops.
- e) Whiteboard that supports live sharing with in-room and remote participants via mobile devices.
- f) Whiteboard that supports transition between teacher and student paced instructions during live lessons via mobile devices.
- g) User profiles providing multiple users the ability to sign-in to the display using authentication by Google and Microsoft credentials to access:
  - Customized applications and settings.
  - Customized home screen, including background / wallpaper image.
  - Content stored in cloud storage accounts.

#### **C.2.4 SMART ink specs**

- a) Must include onscreen inking application, allowing access to annotation tools outside of any presentation or whiteboarding software. This application must include [Note: SMART Ink®]:
  - Support for the use of simultaneous tools and auto-input recognition when using a web-browser, Adobe PDF, and presentation software.



- Ability to write into Microsoft Office® applications such as Word, Excel® and PowerPoint® and save annotations in the native file format (e.g. .docx, .xlsx and .pptx).
- Integration with Adobe Acrobat Reader allowing users to write in, draw in, and erase digital ink directly from PDF files.
- Ability to write with a pen over multiple active web browser tabs and use a finger to switch between tabs and other desktop applications without saving or discarding annotations.
- Presentation tools including spotlight, customizable stamps, screen shade, magnifier, shape recognition and handwriting to text conversion.

#### **C.2.5 Sensors**

- a) Display must include proximity detection to put system in standby mode and wake system from standby mode.
- b) Display must include integrated temperature and humidity sensors that enable real-time measurement and recording of the environmental conditions surrounding the display.
- c) Must support NFC for authentication (currently built in and will be activated via OTA in spring/summer).

### **C.3 4-Year Extension of SMART Assure Warranty and SMART Remote Management (SRM) – 7 years total warranty and SRM**

#### **C.3.1 SMART Assure Warranty**

- a) Must include advanced hardware replacement with two-way shipment.
- b) Must include coordination of and onsite replacement support by manufacturer authorized technicians.

#### **C.3.2 SMART Remote Management**

- a) Must include ability to manage the manufacturer's interactive displays as well as iOS®, Android™, Chrome OS™ and Windows® devices.
- b) Must provide remote assistance by taking control of interactive display screen.
- c) Must allow for central management of apps on interactive displays.
- d) Must allow for power management of interactive displays.
- e) Must allow for sending instant messages to interactive displays.
- f) Must allow for putting interactive displays into functional groups.

### **C.4 SMART Tool Explorer Pen Pack**

**C.4.1.** Must include four (4) battery-free pens that can be recognized by the display and used to write different in different colors simultaneously.

**C.4.2** Must include a pen well that mounts magnetically to the side of the display.

### **C.5 SMART Electric Height-Adjustable Wall Stand**

- a) Must have height range of 47 5/8" to 86 5/8" (121 to 220 cm)
- b) Must have a rear cabinet for hardware storage and cable management.
- c) Must be ADA Compliant.
- d) Must have the following certifications: UL, CE, FCC, ISED.
- e) Must have a 5-year warranty.

**C.6 Deployment and Installation Services****C.6.1 Intake Process: Unload, QA Inspection, Inventory and Stage**

- a) Contractor shall unload shipment (Smartboards, Pen Packs and Wall Stands)
- b) Contractor shall inspect each shipment for accuracy and condition of equipment upon arrival to DCPS
- c) Contractor shall scan each piece of equipment and upload Serial Number, Device Type, Issues and Timestamp to our Supply Chain Management Portal.
- d) Contractor shall assign each piece of equipment a unique ID tag during inspection process to allow easy tracking and reporting during the imaging process.

**C.7 Uninstallation of old equipment**

**C.7.1** Contractor shall uninstall existing interactive boards, displays, projectors, mounts, and cabling and return to centralized location within the district.

**C.8 Site Condition Management**

**C.8.1** Contractor shall stage and Unbox equipment for installation

**C.8.2** Contractor shall remove all trash/packing material and dispose at the site's designated trash area for disposal

**C.8.3** Contractor shall remove all pallets and dispose at the site's designated trash area for disposal

**C.9 Installation**

**C.9.1** Contractor shall inspect wall material and power outlet availability to determine installation requirements

**C.9.2** Contractor shall reinforce walls to support the weight of the interactive board and wall mount/wall stand if needed.

**C.9.3** Contractor shall patch and paint drywall/plaster boards if needed.

**C.9.4** Contractor shall securely install the wall mount/wall stand following the manufacturer installation instructions ensuring all safety precautions are followed.

**C.9.5** Contractor shall mount interactive boards onto the wall mount/wall stand securely.

**C.9.6** Contractor shall wire and install one (1) wall plate with an HDMI input as close as possible to the teacher workstation/podium/desk.

**C.9.7** Contractor shall thoroughly test installation and ensure full functionality.

**C.10 Project Management**

**C.10.1** Contractor shall manage and implement the services described herein. The Vendor will assign a project manager who will coordinate the activities to be performed under this SOW ("Project Management). The Project Manager will work with DCPS's project manager directly and for each party will serve as the point-of-contact for all communications, escalation of issues, and any modification to the scope, requirements, or responsibilities under this SOW.



**C.10.2** Contractor and/or its Project Manager will perform the following activities:

- C.10.2.1** Contractor shall manage vendor tasks and resources associated with the services and coordinate activities with the district
- C.10.2.2** Contractor shall conduct meetings to communicate roles, responsibilities, and schedule activities.
- C.10.2.3** Contractor shall use standard industry recognized project management tools and methodologies.
- C.10.2.4** Contractor shall employ a reporting mechanism to identify project tasks, next steps, and issues.
- C.10.2.5** Contractor shall implement changes associated with the services in compliance with the Change Management Process described in this SOW (Section C.11).
- C.10.2.6** Contractor shall coordinate resources and schedules of vendor's contractual staff.
- C.10.2.7** Contractor shall track progress and adjust if the project is off track. Escalates problems as soon as they are identified and provides recommendations on what steps will need to be taken to resolve the issues.
- C.10.2.8** Contractor shall communicate effectively with DCPS staff including school staff about schedule and staff changes, delays, or any challenges during the project.

**C.11 Change Management Protocol**

**C.11.2** The Contractor shall not implement any changes to the project without approval of DCPS. Such changes include but are not limited to the project scope, schedule, and deliverables. The following change management process must be followed:

- C.11.2.1** Upon identifying a need for a change, the vendor must notify the DCPS point of contact in writing. Vendor must provide a problem/change background, explanation, justification, impact to scope, budget and timeline, and any other helpful information needed to formulate a decision.
- C.11.2.2** DCPS may request further information or schedule a follow up meeting with the vendor if needed.
- C.11.2.3** DCPS will provide in writing within reasonable time an approval to proceed with the requested change and outline any and all provisions required to minimize the negative impact(s) of the change.
- C.11.2.4** In the event a change is not approved by DCPS, the vendor must adhere to the agreed upon contractual terms of the project to the best of their ability.

**C.12 Training**

- C.12.1** Provide training on the operation of the interactive boards to DCPS users.
- C.12.2** Provide a total of 8 1-hour training sessions with a maximum of 1 session per week.
- C.12.3** Training sessions must be provided by certified Smart trainers and sessions recorded for future reference.
- C.12.4** Provide self-paced training guides for DCPS teachers on the use of key features and functionality of the boards.

**C.13 Contractor Requirements**

Contractor must be able to provide proof of the following Experience and Certifications:

**C.13.1** Contractor shall provide Authorized Smartboard Reseller and that they have access to Educational Pricing via certificate or correspondence with authorized SMART employee.

**C.13.2** Contractor shall provide proof of CBE/SBE status via authorized documentation from DSLBD if applicable.

**SECTION D: PACKAGING AND MARKING**

**RESERVED**

**SECTION E: INSPECTION AND ACCEPTANCE**

**E.1** The inspection and acceptance requirements for the Contract will be governed by the Inspection of Supplies Clause in Section 5 and the Inspection of Services Clause in Section 6 of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010 (<https://ocp.dc.gov/node/568082>).

**E.2** DCPS will receive, inspect, and accept the devices at the confirmed location designated to be assigned once order is placed. The Contractor will commence the deployment services (Section C.6), prior to asset tagging. Any defective or malfunctioning device, wall stand, or pen pack will be returned to the Contractor for a replacement ('Rejection'). Rejections will not be considered for Warranty Service claim (Section C.3). Ownership of the device, wall stand, or pen pack will transfer from Contractor to DCPS when the device has been inspected and accepted.

**E.3** Any replacements, defects or fixes required after the inspection and acceptance of the device, wall stand, or pen pack require the usage of the appropriate Warranty Service (Section C.3).

**SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES****F.1 TERM OF CONTRACT**

The term of the contract shall be from date of award specified on the cover page of this contract until September 1, 2022.

**F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT**

**F.2.1** The District may 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 will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the district to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The



Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

**F.2.2** If the District exercises this option, the extended contract shall be considered to include this option provision.

**F.2.3** The price for the option period(s) shall be as specified in the Section B of the contract.

**F.2.4** The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

**F.3 DELIVERABLES**

The Contractor shall perform the activities required to successfully complete the district’s requirements and submit each deliverable to the Contract Administrator (CA) identified in section G.9 in accordance with the following:

*Date of Award – September 1, 2022*

CLIN	Item Description	Quantity	Due Date
1	75” SMART Board 6000S Interactive Display	545	12 weeks from order date
2	4-Year Extension of Assure and SMART Remote Management (SRM) – 7 years total warranty and SRM	545	
3	SMART Tool Explorer Pen Pack	545	12 weeks from order date
4	SMART Electric Height-Adjustable Wall Stand	35	12 weeks from order date
5	Universal Wall Mount		12 weeks from order date
6	10 ft HDMI cable		12 weeks from order date
7	HDMI Wall Plate		12 weeks from order date
8	Installation and Deployment Services	545	
9	Removal of existing interactive boards, displays, projectors, mounts, and cabling and return to centralized location within the district.	545	
10	Site management including unloading shipment, unboxing, and trash removal	545	
11	Training	11	

- F.3** The Contractor shall submit to the district, as a deliverable, the report described in section H.5.5 which is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, the district shall not make final payment to the Contractor pursuant to section G.3.2.

## **SECTION G: CONTRACT ADMINISTRATION**

### **INVOICE PAYMENT**

- G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

- G.1.2** The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

### **G.2 INVOICE SUBMITTAL**

- G.2.1** The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>
- G.2.2** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4.
- G.2.3** To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile.

### **G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

- G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.
- G.3.2** The District shall not make final payment to the Contractor until the agency CFO has received the CO's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

### **G.4 PAYMENT**

#### **G.4.1 PAYMENTS ON PARTIAL DELIVERIES OF GOODS**

Unless otherwise specified in this contract, payment will be made on partial deliveries of goods accepted by the district if:

- a) The amount due on the deliveries warrants it; or



- b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

#### **G.4.2 PAYMENTS ON PARTIAL DELIVERIES OF SERVICES**

Unless otherwise specified in this contract, payment will be made on partial deliveries of services accepted by the district if:

- a) The CO determines that the amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

#### **G.4.3 PARTIAL PAYMENTS**

Unless otherwise specified in this contract, payment will be made on partial deliveries of goods and services accepted by the district if:

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:
  - "Payment will be made on completion and acceptance of each item in accordance with the agreed upon delivery schedule".
- c) Presentation of a properly executed invoice.

#### **G.4.4 LUMP SUM PAYMENT**

The district will pay the full amount due the Contractor after:

- a) Completion and acceptance of all work; and
- b) Presentation of a properly executed invoice.

#### **G.4.5 PAYMENT FOR REIMBURSABLE ITEMS AND SERVICES**

Payment for approved reimbursable items and services provided on an hourly labor rate basis will be made based on submitted, approved documentation, including verified timesheets and receipts. Hourly rates shall be computed by multiplying the appropriate hourly rates in Section B by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis. Fixed hourly rates shall be fully loaded and include wages, overhead, general, and administrative expenses and profit.

#### **G.5 HOURLY RATE CEILING**

- G.5.1** The ceilings for specified hourly rate items are set forth in Section B.4, as Not To Exceed amounts.

- G.5.2** The hourly rates in this contract shall be fully loaded and include wages, overhead, general, and administrative expenses, and profit and the total cost to the district shall not exceed the ceilings specified in Section B.4.
- G.5.3** The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the hourly rate ceilings.
- G.5.4** The Contractor must notify the CO, in writing, whenever it has reason to believe that the total cost for the hourly rate items of this contract will be either greater or substantially less than the hourly rate ceilings.
- G.5.5** As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of the hourly rate items of this contract.
- G.5.6** The District is not obligated to reimburse the Contractor for hourly rates incurred in excess of the hourly rate ceilings specified in Section B.4, and the Contractor is not obligated to continue providing hourly rate items under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the hourly rate ceilings specified in Section B.4, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised hourly rate ceilings for the hourly rate items in this contract.
- G.5.7** No notice, communication, or representation in any form from any person other than the CO shall change the hourly rate ceilings. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the hourly rate ceilings, whether such costs were incurred during the course of contract performance or as a result of termination.
- G.5.8** If any hourly rate ceiling specified in Sections B.4 is increased, any costs the Contractor incurs before the increase that are in excess of the previous hourly rate ceilings shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- G.5.9** A change order shall not be considered an authorization to exceed the applicable hourly rate ceilings specified in Section B.4 unless the change order specifically increases the hourly rate ceilings.

## **G.6 ASSIGNMENT OF CONTRACT PAYMENTS**

- G.6.1** In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.
- G.6.2** Any assignment shall cover all unpaid amounts payable under this contract and shall not be made to more than one party.



**G.6.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

“Pursuant to the instrument of assignment dated \_\_\_\_\_, make payment of this invoice to (name and address of assignee).”

Bank of America  
540 West Madison, 4<sup>th</sup> Floor  
Chicago, IL 60661  
Acct No. 000683027400  
ABA No. 026009593

10/7/2021

**G.7 THE QUICK PAYMENT CLAUSE**

**G.7.1 Interest Penalties to Contractors**

**G.7.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code § 2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> day after the required payment date for any other item.

**G.7.1.2** Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

**G.7.2 Payments to Subcontractors**

**G.7.2.1** The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the district that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District and the subcontractor, in writing, of the Contractor’s intention to withhold all or part of the subcontractor’s payment and state the reason for the nonpayment.

**G.7.2.2** The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product.
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> day after the required payment date for any other item.

- G.7.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.
- G.7.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.
- G.7.3 Subcontract requirements**
- G.7.3.1** The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code § 2-221.02(d).

## **G.8 CONTRACTING OFFICER (CO)**

Contracts will be entered into and signed on behalf of the district only by contracting officers. The contact information for the Contracting Officer is:

LaVeta Hilton, Interim Chief Procurement Officer  
District of Columbia Public Schools  
*Office of Contracts and Acquisitions*  
*1200 First Street NE 9<sup>th</sup> Floor*  
*Washington D.C. 20002*  
*O) 202-442-5136*  
*F) 202-442-6105*  
*LaVeta.Hilton@k12dc.gov*

## **G.9 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

- G.9.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.
- G.9.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.
- G.9.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

## **G.10 CONTRACT ADMINISTRATOR (CA)**

- G.10.1** The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the



responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

- G.10.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract.
- G.10.1.2** Coordinating site entry for Contractor personnel, if applicable.
- G.10.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure.
- G.10.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the district's payment provisions; and
- G.10.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- G.10.2** The address and telephone number of the CA is:

Cyrus Verrani, Deputy Chief  
Office of Data Systems and Strategy  
District of Columbia Public Schools  
1200 First Street NE, 9th Floor  
Washington DC. 20002  
T:202-442-9256  
C:202-650-7392  
[cyrus.verrani@k12.dc.gov](mailto:cyrus.verrani@k12.dc.gov)

- G.10.3** The CA shall NOT have the authority to:
  - 1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments, or modifications.
  - 2. Grant deviations from or waive any of the terms and conditions of the contract.
  - 3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
  - 4. Authorize the expenditure of funds by the Contractor.
  - 5. Change the period of performance; or
  - 6. Authorize the use of District property, except as specified under the contract.
- G.10.4** The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the district, to take all corrective action necessitated by reason of the unauthorized changes.

## H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

**H.1.1** 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.1.1.1** 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.1.2** 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.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2015-4281 rev. 19 dated July 21, 2021, 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 **clause 24 of the SCP**. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

## H.3 PREGNANT WORKERS FAIRNESS

**H.3.1** The Contractor shall comply with the Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01 *et seq.* (PPWF Act).

**H.3.2** The Contractor shall not:

(a) Refuse to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding for an employee, unless the Contractor can demonstrate that the accommodation would impose an undue hardship;

(b) Take an adverse action against an employee who requests or uses a reasonable accommodation in regard to the employee's conditions or privileges of employment, including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee's original job or to an equivalent position with equivalent:

(1) Pay;

(2) Accumulated seniority and retirement;



(3) Benefits; and

(4) Other applicable service credits;

(c) Deny employment opportunities to an employee, or a job applicant, if the denial is based on the need of the employer to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding;

(d) Require an employee affected by pregnancy, childbirth, related medical conditions, or breastfeeding to accept an accommodation that the employee chooses not to accept if the employee does not have a known limitation related to pregnancy, childbirth, related medical conditions, or breastfeeding or the accommodation is not necessary for the employee to perform her duties;

(e) Require an employee to take leave if a reasonable accommodation can be provided; or

(f) Take adverse action against an employee who has been absent from work as a result of a pregnancy-related condition, including a pre-birth complication.

**H.3.3** The Contractor shall post and maintain in a conspicuous place a notice of rights in both English and Spanish and provide written notice of an employee's right to a needed reasonable accommodation related to pregnancy, childbirth, related medical conditions, or breastfeeding pursuant to the PPWF Act to:

(a) New employees at the commencement of employment;

(b) Existing employees; and

(c) An employee who notifies the employer of her pregnancy, or other condition covered by the PPWF Act, within 10 days of the notification.

**H.3.4** The Contractor shall provide an accurate written translation of the notice of rights to any non-English or non-Spanish speaking employee.

**H.3.5** Violations of the PPWF Act shall be subject to civil penalties as described in the Act.

#### **H.4 UNEMPLOYED ANTI-DISCRIMINATION**

**H.4.1** The Contractor shall comply with the Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 *et seq.*

**H.4.2** The Contractor shall not:

(a) Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or

(b) Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:

(1) Any provision stating or indicating that an individual's status as unemployed disqualifies the individual for the job; or

(2) Any provision stating or indicating that an employment agency will not consider or hire an individual for employment based on that individual's status as unemployed.

**H.4.3** Violations of the Unemployed Anti-Discrimination Act shall be subject to civil penalties as described in the Act.

**H.5 51% DISTRICT RESIDENTS' NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**

**H.5.1** For contracts for services in the amount of \$300,000 or more, 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.5.2** The Contractor shall enter into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that:

(a) The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register; and

(b) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.

**H.5.3** The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.

**H.5.4** The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.

**H.5.5** The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.

**H.5.6** The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.

**H.5.7** If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.

**H.5.8** Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.



**H.5.9** The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **clause 14 of the SCP, Disputes**.

**H.5.10** The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

**H.6 RESERVED**

**H.7 RESERVED**

**H.8 RESERVED**

## **H.9 SUBCONTRACTING REQUIREMENTS**

### **H.9.1 Mandatory Subcontracting Requirements**

**H.9.1.1** For all contracts in excess of \$250,000, at least 50% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).

**H.9.1.2** If there are insufficient SBEs to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 50% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.

**H.9.1.3** A prime contractor that is certified by DSLBD 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.9.1.4** Except as provided in H.9.1.5 and H.9.1.7, a prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 50% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

**H.9.1.5** A prime contractor that is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 50% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

**H.9.1.6** Each CBE utilized to meet these subcontracting requirements shall perform at least 50% of its contracting effort with its own organization and resources.

**H.9.1.7** A prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

## **H.9.2 Subcontracting Plan**

If the prime contractor is required to subcontract under this contract, it shall submit a subcontracting plan as part of the bid and it may only be amended after award with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall inure to the benefit of the district.

Each subcontracting plan shall include the following:

- (1) The name and address of each subcontractor.
- (2) A current certification number of the small or certified business enterprise.
- (3) The scope of work to be performed by each subcontractor; and
- (4) The price that the prime contractor will pay each subcontractor.

## **H.9.3 Copies of Subcontracts**

Within twenty-one (21) days of the date of award, the Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, CA, District of Columbia Auditor, and the Director of DSLBD.

## **H.9.4 Subcontracting Plan Compliance Reporting**

**H.9.4.1** The Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor, and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

- (A) The price that the prime contractor will pay each subcontractor under the subcontract.
- (B) A description of the goods procured, or the services subcontracted for.
- (C) The amount paid by the prime contractor under the subcontract; and
- (D) A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.

**H.9.4.2** If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

## **H.9.5 Annual Meetings**

Upon at least 30-days written notice provided by DSLBD, the Contractor shall meet annually with the CO, CA, District of Columbia Auditor, and the Director of DSLBD to provide an update on its subcontracting plan.



**H.9.6 Notices**

The Contractor shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the contract and when the contract is completed.

**H.9.7 Enforcement and Penalties for Breach of Subcontracting Plan**

- H.9.7.1** A contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.
- H.9.7.2** A contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.
- H.9.7.3** If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in **clause 8 of the SCP, Default.**

**H.10 FAIR CRIMINAL RECORD SCREENING**

- H.10.1** The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) ("Act" as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.
- H.10.2** Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.
- H.10.3** After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.
- H.10.4** The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.
- H.10.5** This section and the provisions of the Act shall not apply:
- (a) Where a federal or District law or regulation requires the consideration of an applicant's criminal history for the purposes of employment

(b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories

(c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or

(d) To employers that employ less than 11 employees.

**H.10.6** A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor.

## **H.11 DISTRICT RESPONSIBILITIES**

**H.11.1** Every three months (quarterly), DCPS will evaluate the Contractor's performance and compliance to the contract in accordance with the established performance evaluation form (see attachment J. 10).

**H.11.2** Assuring that the Contractor has access to the facilities, as needed.

## **H.12 CONTRACTOR RESPONSIBILITIES**

**H.12.1** The Contractor shall make available to DCPS all resumes, cover letters, copy of degrees, licenses, certifications, and other employee information of the proposed staff. This information is required when submitting the proposal, at contract award and before the staff provides services to DCPS.

**H.12.2** The Contractor shall provide services that are consistent with the procedures and standards established by the District of Columbia state regulations, and all other statutory requirements.

**H.12.3** The Contractor shall provide documentation with invoices that:

**C.6.8.1** Corroborate the date(s) and time(s) of service provided; and

**C.6.8.2** Verify arrival and departure times on new installations.

## **SECTION I: CONTRACT CLAUSES**

### **I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated July 2010 (SCP) are incorporated as part of the contract. To obtain a copy of the SCP go to <http://ocp.dc.gov>, under Quick Links click on "Required Solicitation Documents".

### **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 customer of the district in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose 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, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

### I.5 RIGHTS IN DATA

Delete clause 42, Rights in Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 42, Rights in Data) in its place:

#### A. Definitions

1. "Products" - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.

2. "Existing Products" - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.

3. "Custom Products" - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.

4. "District" - The District of Columbia and its agencies.

#### B. Title to Project Deliverables

The Contractor acknowledges that it is commissioned by the district to perform services detailed in the contract. The district shall have ownership and rights for the duration set forth in the contract to use, copy, modify, distribute, or adapt Products as follows:

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered, or operating in conjunction with hardware or Custom Products, shall remain with Contractor or third party, proprietary owner, who retains all rights, title, and interest (including patent, trademark, or copyrights). Effective upon payment, the District shall be granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the District as part of Contractor's bid that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the District's satisfaction), and distribute Existing Product to District users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose of the project or work plan or contract. Licenses shall be granted in the name of the district. The district agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.

2. Custom Products: Effective upon Product creation, Contractor shall convey, assign, and transfer to the district the sole and exclusive rights, title, and interest in Custom Products, whether preliminary, final, or otherwise, including all patent, trademark, and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction, and marketing by or through Contractor.

#### **C. Transfers or Assignments of Existing or Custom Products by the District**

The district may transfer or assign Existing or Custom Products and the licenses thereunder to another District agency. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques, and experience developed under a project or work plan in the course of Contractor's business.

#### **D. Subcontractor Rights**

Whenever any data, including computer software, are to be obtained from a subcontractor under the contract, the Contractor shall use this clause, **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.

#### **E. Source Code Escrow**

1. For all computer software furnished to the district with the rights specified in section B.2, the Contractor shall furnish to the district, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in section B.1 of this clause, 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 the contract or any paid-



up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the 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.

2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/ developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.

3. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above and certify such updating of escrow to the district in writing.

#### **F. Indemnification and Limitation of Liability**

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.6 OTHER CONTRACTORS**

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

#### **I.7 SUBCONTRACTS**

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

## I.8 INSURANCE

A. GENERAL REQUIREMENTS. The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO 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 CO. 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 CO 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 CO 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 CO 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 contract.
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.

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 WILL 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 in the contract price.
- F. **NOTIFICATION.** The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled, or not renewed, and provide an updated certificate of insurance to the CO.
- 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 the Contracting Officer.

LaVeta Hilton, Interim Chief Procurement Officer  
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- 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.

## **1.9 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 Section J.3. An award cannot be made to any bidder who has not satisfied the equal employment requirements.

**I.10 ORDER OF PRECEDENCE**

The contract awarded as a result of this IFB will contain the following clause:

**ORDER OF PRECEDENCE**

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 are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (1) An applicable Court Order if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) IFB, as amended
- (6) Bid

**I.11 DISPUTES**

Delete clause 14, Disputes, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 14, Disputes) in its place:

**14. Disputes**

All disputes arising under or relating to the contract shall be resolved as provided herein.

- (a) **Claims by the Contractor against the District:** Claim, as used in paragraph (a) of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant

All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:

- (i) A description of the claim and the amount in dispute
- (ii) Data or other information in support of the claim
- (iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
- (iii) The Contractor's request for relief or other action by the CO.

The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.

The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the



size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.

The CO's written decision shall do the following:

- (iv) Provide a description of the claim or dispute
- (v) Refer to the pertinent contract terms
- (vi) State the factual areas of agreement and disagreement
- (vii) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding
- (viii) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted
- (ix) Indicate that the written document is the CO's final decision; and
- (x) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.

- (6) If a contractor is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the district for an amount equal to the unsupported part of the claim in addition to all costs to the district attributable to the cost of reviewing that part of the Contractor's claim. Liability under this paragraph (a)(6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
  - (7) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.
- (b) **Claims by the District against the Contractor:** Claim as used in paragraph (b) of this clause, means a written demand or written assertion by the district seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.
- (1) The CO shall decide all claims by the district against a contractor arising under or relating to a contract.

(2) The CO shall send written notice of the claim to the contractor. The CO’s written decision shall do the following:

- (xi) Provide a description of the claim or dispute
- (xii) Refer to the pertinent contract terms
- (xiii) State the factual areas of agreement and disagreement.
- (xiv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding
- (xv) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted
- (xvi) Indicate that the written document is the CO’s final decision; and
- (xvii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

- (3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.
- (4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.
- (5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle or determine.
- (6) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.

(c) Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.

(d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

**SECTION J: 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 (July 2010) available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Opportunities, and select Required Solicitation



<b>Attachment Number</b>	<b>Document</b>
	Attachments”
<b>J.2</b>	U.S. Department of Labor Wage Determination.: 2015- 4281, Revision No.: 19, Date of Revision: 07/21/2021
<b>J.3</b>	Equal Employment Opportunity Employer Information Report and Mayor’s Order 85-85 available at available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents”
<b>J.4</b>	Department of Employment Services First Source Employment Agreement available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents”
<b>J.5</b>	Way to Work Amendment Act of 2006 - Living Wage Notice available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents
<b>J.6</b>	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents”
<b>J.7</b>	Tax Certification Affidavit available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents”
<b>J.8</b>	Subcontracting Plan (if required by law) available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents”
<b>J.9</b>	First Source Initial Employment Plan (if contract is \$300,000 or more) available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents”
<b>J.10</b>	Mayor’s Order 2021-099, COVID-19 Vaccination Certification Requirement for District Government Employees, Contractors, Interns, and Grantees, dated August 10, 2021
<b>J.11</b>	Contractor’s proposal dated August 20, 2021
<b>J.12</b>	City Administrator’s Order 2021-4, Resumption of Requirement for All Persons to Wear a Mask Inside District Government Buildings and While on Duty as a District Government Employee or Contractor, dated July 30, 2021