

Select Start to begin

START

DocuSign Envelope ID: ED369735-7978-48D5-B0F1-889E88446DE		1. REQUISITION NUMBER	
TASK ORDER / DELIVERY ORDER FOR SERVICES OFFEROR TO COMPLETE BLOCKS 18 & 20			
2. TASK ORDER AGREEMENT NO. GAGA-2023-T-0158	3. Award/Effective Date	4. CONTRACT NUMBER: Cooperative Agreement No. 005489	5. ESTIMATED START DATE July 3, 2023
7. PROGRAM OFFICE CONTACT (COTR): Office of Resource Strategy	A. NAME Louis Panush	B. TELEPHONE: (No Collect Calls) Phone: (202)-442-4469	
9. ISSUED BY District of Columbia Public Schools Contracts and Acquisitions Division 1200 First Street, NE Washington, DC 20002 (202) 442-5112 - FAX (202) 442-6501	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE W/FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUS. <input type="checkbox"/> GSA <input type="checkbox"/> CIG <input checked="" type="checkbox"/> Cooperative Procurement; SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED SEE SCHEDULE <input type="checkbox"/> 23. RESERVED
15. CONTRACTOR/ OFFEROR ODP Business Solutions, LLC 6600 N. Military Trail Boca Raton, FL 33496		16. PAYMENT WILL BE MADE BY: District of Columbia Public Schools Office of Accounts Payable 1200 First Street NE, 11 th Floor Washington, DC 20002 (202) 442-5300	
15A DUNS CODE	15B TAX ID NO. 13-1988872		
17. DELIVER TO District of Columbia Public Schools Resource Strategy Office 1200 First Street, NE Floor 9 Washington, DC 20002	18. ADMINISTERED BY District of Columbia Public Schools Contracts and Acquisitions Division 1200 First Street, NE Floor 9 Washington, DC 20002		
19A. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input checked="" type="checkbox"/> ODP Business Solutions, LLC PO Box 1413 Charlotte, NC 28201-1413		19B. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16 UNLESS BL CHECKED SEE ADDENDUM	
19 ITEM NO.	20 LINE-ITEM DESCRIPTION	22 QTY	23 UNIT PRICE
0001	Office Depot Teachers Supply Cards -- (E-Gift Cards) Cash Value of \$250.00 See Pricing Table in Section 3 for CLINs.	4,400	\$225.00
25. ACCOUNTING AND APPROPRIATION DATA: SEE RR/PD		26. TOTAL AWARD (FOR GOVT. USE ONLY) \$990,000.00	
27. <input checked="" type="checkbox"/> CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN TWO (2) COPIES TO THE ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL PAGES SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. THIS ORDER IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE CONTRACT IDENTIFIED IN BLOCK 4. CONTRACTOR'S PROPOSAL DATED 07/13/2022 IS INCORPORATED BY REFERENCE.		28. <input checked="" type="checkbox"/> AWARD OF CONTRACT: REFERENCE YOUR OFFER DATED 07/13/2022. YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: See Attachment A. THIS C IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE CONTRACT IDENTIFIED IN BLOCK 4.	
29A. SIGNATURE OF OFFEROR / CONTRACTOR <i>Sharyllyn Sowers</i>		30A. Sign [Signature Box]	D. C. (SIGNATURE OF CONTRACTING OFFICER) <i>Brenda Allen</i> 7/20/2023
29B. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Sharyllyn sowers	29C. DATE SIGNED 7/5/2023 Vice President	30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) LaVeta Hilton	

**REQUEST FOR TASK ORDER PROPOSAL
GAGA-2023-T-0158**

1. SERVICES/SUPPLIES REQUIRED:

The District of Columbia Public Schools (DCPS), Office of the Resource Strategy (ORS), Procurement Operations, has a continued need to procure Teacher Supply Cards/Credits (Supply Cards). DCPS will utilize Cooperative Purchasing (DC Code § 2-354.11) to satisfy the above-mentioned need as outlined in this task order.

- 1.1 Supply card will be issued to Washington Teachers Union (WTU) member and select CSO positions from an office supply Contractor (physically distributed and used to purchase online and in store).
- 1.2 This Task Order (TO) has been issued against, Oakland County, Michigan Contract Number 005489 (Master Agreement) with the period of performance from date of award thru September 30, 2023. This TO shall run coterminous with the Master Agreement.
- 1.3 This TO will be subject to compliance with all District of Columbia Tax Laws.
- 1.4 The Contractor shall provide DCPS with a Period of Performance (POP) from date of award to September 30, 2023.
- 1.5 ODP Business Solutions, LLC submitted a price quote in response to the Request for Tasks Order Proposal (RFTOP) in accordance with the Master Agreement which is incorporated as part of this TO.
- 1.6 **Contractor’s Responsibilities:**
- 1.7 The Contractor shall provide delivery in accordance with the terms of the Master Agreement, detailed reporting of available spending data (quarterly or upon request), and catalog curation (to remove prohibited items) for classroom supplies for purchases made through a specific DCPS portal on their website.
- 1.8 The Contractor shall provide contracted pricing (discounted pricing) on products purchased through that portal. Finally, the Supply Cards/credits should be usable in Office Depot and Office Max retail locations.
- 1.9 The Contractor shall also provide technical support for teachers who are having trouble accessing their accounts or who have questions.

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2. CONTRACT TYPE AND SCHEDULE:

- 2.1 This is a definite quantity fixed unit price contract with a fixed price for all contract line-item numbers (CLINs).
- 2.2 Delivery or performance shall be made as authorized in accordance with the Master Agreement-, and this T-O.
- 2.3 Any order issued during the effective period of this T O and not completed within that period shall be completed by the Contractor within the time specified in this T O. This T O 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 To after the last Option Year Period of this TO.

3 PRICE SCHEDULE:

BASE PERIOD

July 3, 2023 to September 30, 2023

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity	Total Price
0001	Office Depot Teachers Supply Cards Cash Value of \$250.00	\$225.00 per card	4,400	\$990,000.00
Grand Total for Base Period				\$990,000.00

4 DATE OF ORDER:

The term of this TO shall be from July 3, 2023 to September 30, 2023.

5 CONTRACT:

This TO is issued against the Master Agreement.

6 PERIOD OF PERFORMANCE:

The period of performance shall be from July 3, 2023 to September 30, 2023.

7 RESERVED.

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8 **RESERVED.**

9 **CONTRACTING OFFICER (CO):**

Contracts may be entered into and signed on behalf of the District Government only by Contracting Officers. The address and telephone number of the Contracting Officer (CO) for this TO is:

LaVeta Hilton
Chief Procurement Officer District of
Columbia Public Schools
Office of Resource Strategy, Contracts & Acquisitions Division
1200 First Street, NE, 9th floor
Washington, DC 20002
Phone: 202-442-5112
E-mail: laveta.hilton@k12.dc.gov

10 **AUTHORIZED CHANGES BY THE CONTRACTING OFFICER:**

- 10.1 The CO is the only person authorized to approve changes in any of the requirements of this TO.
- 10.2 The Contractor shall not comply with any order, directive, or request that changes or modifies the requirements of this TO, unless issued in writing and signed by the CO.
- 10.3 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.

11 **CONTRACT ADMINISTRATOR (CA):**

- 11.1 The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with this TO. The CA has the responsibility of ensuring the work conforms to the requirements of this TO and such other responsibilities and authorities as may be specified in this TO. These include:
- 11.1.1 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 this TO;
- 11.1.2 Coordinating site entry for Contractor personnel, if applicable;

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- 11.1.3** 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;
- 11.1.4** 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 DCPS's payment provisions; and
- 11.2** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- 11.3** The address and telephone number of the CA is:

Louis Panush
Assistant, Procurement
Operations District of
Columbia Public Schools
Office of Resource Strategy, Procurement Operations
Team 1200 First Street, NE, 9th floor
Washington, DC 20002
Louis.panush@k12.dc.gov

11.4 The CA shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or T-O. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of this TO;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of this TO,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of DCPS property, except as specified under this TO.

11.5 The Contractor shall 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 DCPS, to take all corrective action necessitated by reason of the unauthorized changes.

12 INVOICE PAYMENT:

DCPS Will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this T O/contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this TO.

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DCPS will pay the Contractor on or before the 30th day from the date of a proper invoice from the Contractor.

13 INVOICE SUBMITTAL:

- 13.1** The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>.
- 13.2** The Contractor shall submit proper invoices upon delivery or as otherwise specified below.
- 13.3** To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order (PO) number which is listed on the Contractor's profile, and contain below information:
- a) Contractor's name and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.)
 - b) T O and appropriate PO number(s). Assignment of an invoice number by the Contractor is also recommended;
 - c) Other supporting documentation or information, as required by the C-O;
 - d) Name, title, telephone number, and complete mailing address of the responsible official to whom payment is to be sent;

14 ASSIGNMENT OF CONTRACT PAYMENTS:

- 14.1** 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 TO.
- 14.2** Any assignment shall cover all unpaid amounts payable under this TO, and shall not be made to more than one party.
- 14.3** 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)."

15 RESERVED.

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16 RESERVED.

17 DISCLOSURE OF INFORMATION:

No information regarding the Contractor's performance of this TO shall be disclosed to anyone other than District Government officials unless written approval is obtained in advance from the CO.

18 CONTRACT REQUIREMENTS:

18.1 AUDITS, RECORDS, AND RECORD RETENTION

At any time or times before final payment and three (3) years thereafter and not more often than once per year, the Contracting Officer shall have the right to examine any non-proprietary, non-confidential directly pertinent books, documents, papers and records of the Contractor involving transactions related to this contract in accordance with the Master Agreement.

18.1.1 The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices, which sufficiently and properly reflect all revenues of funds, provided by the DCSP under this TO.

18.1.2 The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this TO for a period of three (3) year after termination of this TO, or if an audit has been initiated and audit findings have not been resolved at the end of three (3) year, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this TO.

18.1.3 The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the C-O in accordance with the terms and conditions of the Master Agreement .

18.1.4 The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

19 PUBLICITY:

The Contractor shall at all times inform the CA and anyone he or she designates before it, any of its officers, agents, employees or subcontractor either during or after expiration or termination of this TO make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this TO. The Contractor shall follow the same process when releasing any information bearing on the work performed

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or data collected under this TO in meetings its own obligations as a Local Education Authority (LEA).

20 CONFLICT OF INTEREST:

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

21 RESERVED.

22 SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED:

The Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S. Code 794 (1983) Et seq.

23 RESERVED.

24 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT (NOT APPLICABLE):

- 24.1** The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, sec. 2-219.01 et seq. ("First Source Act"). 32
- 24.2** The Contractor shall enter into and maintain, during the term of this TO, a First Source Employment Agreement, (Section J.1.5) in which the Contractor shall agree that: The first source for finding employees to fill all jobs created in order to perform this TO shall be the Department of Employment Services ("DOES"); and 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.
- 24.3** The Contractor shall submit to DOES, no later than the 10th of each month following execution of this TO, a First Source Agreement Contract Compliance Report ("Contract Compliance Report") verifying its compliance with the First Source Agreement for the preceding month. The Contract Compliance Report for this TO shall include the:

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- (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.

If the TO amount is equal to or greater than One Hundred Thousand Dollars and 00/100 (\$100,000.00), the Contractor agrees that 51% of the new employees hired for this TO shall be District residents.

24.4 With the submission of the Contractor's final request for payment from the DCPS, the Contractor shall:

- (1) Document in a report to the C-O its compliance with the Section H.10.4 of this clause; or
- (2) Submit a request to the C-O for a waiver of compliance with Section H.10.4 and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources; 33
 - (c) Advertisement of job openings listed with DOES and other referral sources; and
 - (d) Any documentation supporting the waiver request pursuant to Section H.10.6.

The CO may waive the provisions of this section if the C-O finds that: A good faith effort to comply is demonstrated by the Contractor; 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, Culpepper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

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The Contractor enters into special workforce development training or placement arrangement with DOES; or 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 this TO.

- 24.5** Upon receipt of the Contractor's final payment request and related documentation pursuant to this Section and the CO shall determine whether the Contractor is in compliance with this Section or whether a waiver of compliance pursuant to this Section is justified. If the CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CA shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the CA.
- 24.6** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to this Section, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of this TO. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in this TO any decision of the CO pursuant to this Section.
- 24.7** The provisions of Sections H.10.4 through H10.8 do not apply to nonprofit organizations.

25 FREEDOM OF INFORMATION ACT:

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the DCPS to make available for inspection and copying any record produced or collected pursuant to a DCPS 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 such information, the Contractor shall immediately send the request to the CO designated in subsection G.9 who shall provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to this TO, the CO shall forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CO within the timeframe designated by the CO. The FOIA Officer for the agency with programmatic responsibility shall determine the releasing of the records. DCPS 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.

26 WAY TO WORK AMENDMENT ACT OF 2006:

26.1 Except as described below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. 35 Law 16-118, D.C. Official

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Code § 2220.01 *et seq.* ("Living Wage Act of 2006"), for contracts for services in the amount of \$100,000 or more in a 12-month period.

- 26.2** The Contractor shall pay its employees and subcontractors who perform services under this TO no less than the current living wage published on the OCP website at www.ocp.dc.gov.
- 26.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under this TO no less than the current living wage rate.
- 26.4** The Department of Employment Services may adjust the living wage annually and the Office of Contracting and Procurement (OCP) shall publish the current living wage rate on its website at www.ocp.dc.gov.
- 26.5** The Contractor shall provide a copy of the Fact Sheet attached as F to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as Fl 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.
- 26.6** The Contractor shall maintain its payroll records under this TO 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 this TO.
- 26.7** 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.*
- 26.8** 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

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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.

- 26.9** 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.

27 RESERVED.

28 CONTRACT CLAUSES:

28.1 Disclosure of Information

No information regarding the Contractor's performance of this TO shall be disclosed to anyone other than District Government officials unless prior approval is obtained in advance from the CO.

28.2 RESERVED.

29 CONFIDENTIALITY OF INFORMATION:

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

30 OTHER CONTRACTORS:

The Contractor shall not commit or permit any act that shall interfere with the performance of work by another DCPS Contractor or by any DCPS employee except in the performance of duties outlined in this TO.

31 RESERVED.

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32 RESERVED.

33 EQUAL EMPLOYMENT OPPORTUNITY:

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-dated June 10, 1985, and the forms completed for the Equal Employment Opportunity Information Report. An award cannot be made to any Offeror who has not satisfied the equal employment requirements.

34 FIRST SOURCE EMPLOYMENT AGREEMENT (NOT APPLICABLE):

The Contractor shall maintain compliance with the terms and conditions of the First Source Employment Agreement executed between the District of Columbia and the Contractor throughout the entire duration of this TO.

35 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS / PRE-AWARD APPROVAL:

The award and enforceability of this TO is contingent upon approval of the Council of the District of Columbia.

In accordance with D.C. Official Code §2-301.05a, the Mayor must submit to the Council for approval any contract action over One Million Dollars and 00/100 (\$1,000,000.00) within a 12-month period.

36 GOVERNING LAW:

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

37 ANTI-DEFICIENCY ACT:

DCPS's duty to fulfill financial obligations of any kind pursuant to any and all provisions of this TO, or any subsequent agreement entered into pursuant to this TO, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47- 355.01-355.08 (2001); (iii) D.C. Official Code § 47-105 (2001), and D.C. Official Code § 1-204.46 (2006 Supp.), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this agreement shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this agreement shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.

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38 CONTRACTOR CONTACT:

Ryan Burgener Division
 Field Manager Depot, Inc.
 6600 Military Trail
 Boca Raton, FL 33496
 T: 334-207-0754
 E: ryan.burgener@officedepot.com

39 ORDER OF PRECEDENCE:

The following is a list of documents in the order of priority to resolve any conflicts or inconsistencies among the terms of this TO or in the terms of any attachments to this TO:

- a) Emergency Task Order Number: GAGA-2022-T-0158
- b) Oakland County, Michigan Cooperative Contract Number 005489
- c) Contractor's Price Quote received May 30, 2023.

40 LIST OF ATTACHMENTS

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

Attachment Number	Document
1	US Department of Labor Wage Determination, Wage Determination Number 2015-4281 Revision 25, Dated 12/27/2022
2	Way to Work Amendment Act of 2006 - Living Wage Notice available at http://ocp.dc.gov
3	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet available at http://ocp.dc.gov

4	Contractors Price Quote dated May 30, 2023
5	Oakland County, Michigan Cooperative Contract Number 005489

NOTE: Use the link <https://ocp.dc.gov> to obtain and complete all listed attachments following the instructions thoroughly.

41. TOTAL AGREEMENT OF THE PARTIES:

This Task Order, including incorporated documents, constitutes the entire agreement between the parties. All previous discussions, writings and agreements shall not provide a basis for modifying or changing this TO.

42. PAY-TO-PLAY PROHIBITION:

GENERAL PROHIBITION:

42.1 No business entity shall be eligible for award of District contracts after November 8, 2022, if the business entity or any of its principals contributes to a candidate for political office in violation of this chapter. Nothing in this chapter shall be construed at prohibiting any candidate for public office from self-financing his or her own campaign.

43. PROHIBITED CONTRIBUTIONS: CONTRACTING AGENCY SUBJECT TO THE AUTHORITY OF THE MAYOR:

43.1 For contracts with a maximum aggregate value of \$250,000 or more that do not require approval or review by the Council, neither the business entity participating in a solicitation nor any of its principals may make any contribution to the Mayor, any candidate for Mayor, any political committee affiliated with the Mayor or a candidate for Mayor, or any constituent service program affiliated with the Mayor for the period from the date the solicitation opened through the date of contract award, date the solicitation is cancelled, the termination of negotiations, or notification to the business entity that its response was unsuccessful, whatever occurs soonest.

- 43.2 For contracts with a maximum aggregate value of 250,000 or more that require approval or review by the Council, neither the business entity participating in a solicitation nor any of its principals may make any contribution to the Mayor, any candidate for Mayor, any political committee affiliated with the Mayor or a candidate for Mayor, any constituent-service program affiliated with the Mayor, any Councilmember, any candidate for Councilmember, any political committee affiliated with a Councilmember or a candidate for Councilmember, or any constituent-service program affiliated with a Councilmember for the period from the date the solicitation opened through the date of contract award, date the solicitation is cancelled, the termination of negotiations, or notification to the business entity that its response was unsuccessful, whatever occurs soonest.
- 43.3 For contracts with a maximum aggregate value of \$250,000 or more that do not require approval or review by the Council, neither the business entity that was awarded a contract nor any of its principals may make any contribution to the Mayor, any candidate for Mayor, any political committee affiliated with the Mayor or a candidate for Mayor, or any constituent-service program affiliated with the Mayor for the period from the date of contract award through one year after the contract ends or is terminated.
- 43.4 For contracts with a maximum aggregate value of 250,000 or more that require approval or review by the Council, neither the business entity that was awarded a contract nor any of its principals may make any contribution to the Mayor, any candidate for Mayor, any political committee affiliated with the Mayor or a candidate for Mayor, any constituent-service program affiliated with the Mayor, any Councilmember, any candidate for Councilmember, any political committee affiliated with a Councilmember or a candidate for Councilmember, or any constituent-service program affiliated with a Councilmember for the period from the date the solicitation opened through the date of contract award through one year after the contract ends or is terminated.
44. **PROHIBITED CONTRIBUTIONS: CONTRACTING AGENCY SUBJECT TO THE AUTHORITY OF THE ATTORNEY GENERAL:**
- 44.1 For contracts with a maximum aggregate value of \$250,000 or more that do not require approval or review by the Council, neither the business entity participating in a solicitation nor any of its principals may make any contribution to the Attorney General, any candidate for Attorney General, or any political committee affiliated with the Attorney General or a candidate for Attorney General for the period from the date the solicitation opened through the date of contract award, date the solicitation is cancelled, the termination of negotiations, or notification to the business entity that its response was unsuccessful, whatever occurs soonest.
- 44.2 For contracts with a maximum aggregate value of 250,000 or more that require approval or review by the Council, neither the business entity participating in a solicitation nor any of its principals may make any contribution to the Attorney General, any candidate for Attorney General, any political committee affiliated with the Attorney General or a candidate for Attorney General, any Councilmember, any candidate for Councilmember, any political committee affiliated with a Councilmember or a candidate for Councilmember, or any

constituent-service program affiliated with a Councilmember for the period from the date the solicitation opened through the date of contract award, date the solicitation is cancelled, the termination of negotiations, or notification to the business entity that its response was unsuccessful, whatever occurs soonest

44.3 For contracts with a maximum aggregate value of \$250,000 or more that do not require approval or review by the Council, neither the business entity that was awarded a contract nor any of its principals may make any contribution to the Attorney General, any candidate for Attorney General, or any political committee affiliated with the Attorney General or a candidate for Attorney General for the period from the date of contract award through one year after the contract ends or is terminated.

44.4 For contracts with a maximum aggregate value of 250,000 or more that require approval or review by the Council, neither the business entity that was awarded a contract nor any of its principals may make any contribution to the Attorney General, any candidate for Attorney General, any political committee affiliated with the Attorney General or a candidate for Attorney General, any Councilmember, any candidate for Councilmember, any political committee affiliated with a Councilmember or a candidate for Councilmember, or any constituent-service program affiliated with a Councilmember for the period from the date of contract award through one year after the contract ends or is terminated.

45. **PROHIBITED CONTRIBUTIONS: CONTRACTING AGENCY SUBJECT TO THE AUTHORITY OF THE COUNCIL:**

45.1 For contracts with a maximum aggregate value of over \$250,000 or more that require approval or review by the Council, neither the business entity participating in a solicitation nor any of its principals may make any contribution to any Councilmember, any candidate for Councilmember, any political committee affiliated with a Councilmember or a candidate for Councilmember, or any constituent-service program affiliated with a Councilmember for the period from the date the solicitation opened through the date of contract award, date the solicitation is cancelled, the termination of negotiations, or notification to the business entity that its response was unsuccessful, whatever occurs soonest.

45.2 For contracts with a maximum aggregate value of over \$250,000 or more that require approval or review by the Council, neither the business entity that was awarded a contract nor any of its principals may make any contribution to the any Councilmember, any candidate for Councilmember, any political committee affiliated with a Councilmember or a candidate for Councilmember, or any constituent-service program affiliated with a Councilmember for the period from the date of contract award through one year after the contract ends or is terminated.

46. **PROHIBITED CONTRIBUTIONS: TERM CONTRACTS:**

46.1 No business entity that has been awarded a term contract (including Indefinite delivery/indefinite quantity contracts, requirements contracts, or a D.C. supply schedule contract) with a ceiling of \$250,000 or greater nor any of its principals may make any

contribution to the Mayor, any candidate for Mayor, any political committee affiliated with the Mayor or a candidate for Mayor, any constituent-service program affiliated with the Mayor, the Attorney General, any candidate for Attorney General, any political committee affiliated with the Attorney General or a candidate for Attorney General, any Councilmember, any candidate for Councilmember, any political committee affiliated with a Councilmember or a candidate for Councilmember, or any constituent-service program affiliated with a Councilmember for the period beginning November 9, 2022 or the date the business entity submits its application, which ever occurs later, through one year after the contract ends or is terminated.

47. CERTIFICATION BY BUSINESS ENTITIES:

47.1 Every business entity seeking a contract with a maximum aggregate value of \$250,000 or more shall certify that it and its principals are in compliance with the Campaign Finance Reform Amendment Act of 2018, effective March 13, 2019 (D.C. Law 22-250; D.C. Official Code § 1-1001.03 *et seq.*).

47.2 Every business that has successfully been awarded a District contract with a maximum aggregate value of \$250,000 or more shall re-certify that it and its principal are in compliance with the Campaign Finance Reform Amendment Act of 2018, effective March 13, 2019 (D.C. Law 22-250; D.C. Official Code § 1-1001.03 *et seq.*) prior to the exercise of any option period of that contract.

48. MANDATORY DISCLOSURES:

48.1 For all contracts with a maximum aggregate value of \$250,000 or more, each business entity shall include with its bid or proposal the names, official title, and home addresses, of its principals as of the date of the solicitation in accordance with the instructions contained in the solicitation.

48.2 Each business entity that has made a disclosure pursuant to section 3906.1 of this chapter shall provide updates as to its principals that occur while the solicitation is pending. Successful awardees shall advise the District as to any change to its principals during the pendency of the contract's period of performance.

48.3 For all contracts with a maximum aggregate value of \$250,000 or more, each business entity shall include with its bid or proposal a list of any other contract or contracts it currently holds, or is seeking to obtain, from any district agency or instrumentality that contains the following information:

(a) The procuring agency;

(b) The program agency;

(c) The maximum aggregate value of the contract; and

(d) The date the contract was awarded.

49. PENALTIES:

49.1 A violation of this this chapter by a business entity or any of its principals shall be cause for debarment pursuant to section 907 of the Procurement Practices Reform Act of 2010, effective Apr. 8, 2011 (D.C. Law 18-371; D.C. Official Code § 2-359.07), and termination of the contract for default.

50. DEFINITIONS:

50.1 When used in this chapter, the following terms and phrases shall have the meanings ascribed:

“Business entity” – any for-profit or not-for-profit organization or legally-recognized entity established primarily for a commercial purpose or to engage in a trade or revenue-generating activity including, but not limited to, sole proprietorships, business corporations, non-profit corporations, professional corporations or associations, general partnerships, limited partnerships, limited liability companies, general cooperative associations, limited cooperative associations, unincorporated non-profit associations, benefit corporations, educational institutions, or statutory trusts.

“Maximum aggregate value” – the total sum of the contract ceiling including the base period and any subsequent option periods or extensions.

“Principal” – Any senior officer of a business entity, including an owner or co-owner, president, chief executive officer, chief operating officer, chief financial officer, treasurer, member, partner, or similar position which either sets or is authorized to set or otherwise influences the overall strategy of the business entity. A dean of an educational institution is not a “principal” within the meaning of this definition.

“Seeking” – The act of any business entity submitting a bid or proposal to any contracting authority of the District of Columbia, or submitting an application to participate in DC Supply Schedule

END OF DOCUMENT